

4497-11

WARRANTY DEED.

THIS INDENTURE, Made and entered into this 1st day of August, 1923 by and between J. O. Goodwin and Jennie Goodwin, his wife, W. O. Goodwin and Lucille Goodwin, his wife and A. L. Harvey and Clara Harvey, his wife, of Cherokee County, Kansas, parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the State of Kansas, party of the second part;

WITNESSETH: That said parties of the first part for and in consideration of the sum of Fifteen Hundred Dollars, (\$1500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns for right-of-way for railroad purposes all the following described real estate situated in the County of Cherokee and State of Kansas, to-wit:

A strip of land across the S.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 24, T. 34 S., R. 24 E., lying west of and adjoining the right-of-way of the St. Louis & San Francisco Railroad Co. and being more particularly described as follows, to-wit: Beginning at a point in the South line of said 40 acres at a distance of 2158.5 ft. East of the S. W. corner of said Section 24. Said beginning point being in the center of a right-of-way 100 ft. wide, being 50 ft. on either side of the following described line. From the beginning, bearing N.  $20^{\circ} 03'$  E. a distance of 988 ft., more or less, to the North bank of Brush Creek, containing 2 and  $\frac{268}{1000}$  acres; also all of that part of said 40 acres lying East and North of Brush Creek, and West of the right-of-way of said St. Louis & San Francisco Railroad right-of-way, containing land  $\frac{8}{10}$  acres. Being in all 4 and  $\frac{68}{1000}$  acres out of the said S. E.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$  of section 24.

Also a strip of land across the N. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  of section 25, T. 34 S., R. 24 E., lying West of, and adjacent to the right-of-way of the St. Louis & San Francisco Railroad, and being more particularly described as follows, to-wit: Beginning at a point in the North line of said 40 acres at a distance of 2158.5 ft. East from the N. W. corner of said section 25. Said beginning point being in the center of a 100 ft. right-of-way, being 50 ft. on either side of the following described line. Thence from the beginning bearing S.  $20^{\circ} 03'$  W. a distance of 1062 ft., thence continuing S.  $20^{\circ} 03'$  W. a distance of 363 ft. to a point in the South line of said N. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  at a distance of 305 ft. East from the S. W. corner thereof, where the width of the right-of-way is 50 ft. on the East side, and 75 ft. on the West side of the above described line, containing 3 and  $\frac{37}{100}$  acres more or less.

Also all of a triangular piece of ground out of the S. E. corner of the S. W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  of Section 25.T. 34 S.,

R. 24 E. except that part of said triangle occupied by the right-of-way of the St. Louis & San Francisco R. R. Co., being more particularly described as follows, to-wit: Beginning at a point in the east line of said 40 acres at a distance of 600 ft. south from the stone at the N.E. corner thereof; thence in a straight line to a point in the south line of said 40 acres, at a distance of 1128 ft. east of the S.W. corner thereof; thence east on said south line a distance of 125 ft. more or less, to a point in the westerly right-of-way line of said St. Louis & San Francisco R.R. Co.; thence following on said right-of-way line, running northeasterly to the intersection of said right-of-way line, with the east line of said 40 acres, a distance of 335 ft. more or less; thence north on said east line 371.3 ft. more or less, to the beginning, containing 1 and 22/100 acres more or less.

The said parties of the first part reserve all the mineral lying beneath the surface of the ground, and the right to mine and remove the same, provided mining operations can be and are conducted so as not to endanger persons or the tracts, structures, trains, engines, cars or other property of said party of the second part on said right-of-way. Pillars shall be left, and any other necessary supports provided or precautions taken to furnish permanent and adequate support for the surface of the ground so as to keep the same from falling in, subsiding or otherwise endangering persons or property on the said right-of-way. No shafts or drill holes shall be sunk on the right-of-way above described.

TO HAVE AND TO HOLD the same together with all and singular the lands tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind whatsoever, and that they will warrant and forever defend the same unto said party of the second part, its

#3

successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

Said first parties hereby waive all damages for depreciation in value of their abutting or adjoining real property which they may sustain by reason of the building of a railroad across the premises herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.



J.O. Goodwin  
Jennie Goodwin  
W.O. Goodwin  
Lucille Goodwin  
A.L. Harvey  
Clara Harvey

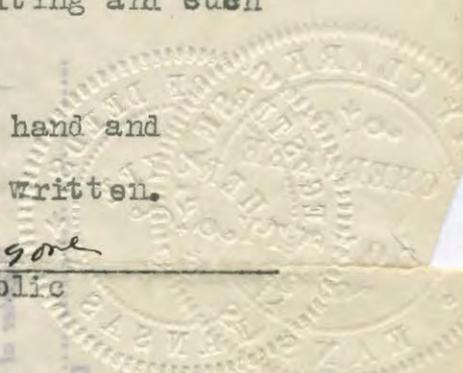
STATE OF KANSAS }  
COUNTY OF CHEROKEE } SS:

BE IT REMEMBERED, that on this 1st day of August, 1923, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came J.O. Goodwin and Jennie Goodwin, his wife, W. O. Goodwin and Lucille Goodwin, his wife, and A. L. Harvey and Clara Harvey, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Grant Waygore  
Notary Public

My Commission expires Oct-22-1924



N. D.



J O Goodwin et al  
To

The Mo. & Okla. Gulf R.R. Co  
Original compared with record

COPIED.....✓  
DIRECT.....✓  
INDIRECT.....✓  
NUMERICAL.....✓

State of Kansas, Cherokee County, ss.

This instrument was filed for record on  
the 13... day of Aug... A. D. 1923..  
at 8<sup>30</sup> o'clock A. M., and duly recorded  
in Book 14... Page 574 Fee \$.....

Lora Whitmore  
Register of Deeds

.....

Deputy



Entered on transfer  
Records in my office  
this 13th day of  
August 1923  
E. R. Patterson  
County Clerk

By J. O. Nettleton  
Deputy  
For 204

and 10<sup>th</sup> 13<sup>th</sup> 3<sup>rd</sup> May 1923

~~113~~

Dead No: 3470

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS  
County of STEVENS } ss.

BE IT REMEMBERED, That on this 23rd day of May A. D., 1923  
before me, the undersigned, a Notary Public in and for said County and State, came William F. Burrows  
and Abbie Burrows, his wife,  
who are personally known to me to be the same person S who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

W.B. Crawford

Notary Public.

My commission expires May 16th 1927

KANSAS ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_ } ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_  
before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

APPROVED AS TO FORM  
My commission expires \_\_\_\_\_ 19\_\_\_\_  
A. F. Smith

Asst. General Solicitor

APPROVED AS TO EXECUTION  
A. F. Smith  
Asst. General Solicitor

**WARRANTY DEED**  
Original compared with record

FROM  
William F. Burrows  
and wife

TO  
The New City Southern  
Railway Co.

Entered in Transfer Record in my  
office this 13  
day of June 1923

J. R. Pallyson  
County Clerk  
STATE OF KANSAS, } ss.  
Sheroke County, } 13

Received for Record on the  
day of June 1923, at 2:00 o'clock  
A.M., and duly Recorded in Book  
156 of Deeds at Page 403  
Lora Whitmore

Fee, \$ \_\_\_\_\_  
Register of Deeds.



COPIED  
DIRECT  
INDIRECT

# Kansas Warranty Deed

This Indenture, Made this 23rd day of May A. D., One Thousand

Nine Hundred Twenty Three by and between William F. Burrows and Abbie Burrows, his wife,

of Stevens County, in the State of Kansas, parties of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~of~~ party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of ONE THOUSAND TWO HUNDRED AND NO/100----- DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and successors

Convey unto the said part of the second part, its/ ~~and~~ assigns, all the following

described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

strip  
A 150 foot/ of land being 100 feet on the westerly side and 50 feet on the easterly side of the following described center line through the NW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 21, T 33 S, R 25 E, Cherokee County, Kansas, and a triangular tract formed by the north line and the west line of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 21 and a line 50 feet easterly from and parallel to the following described center line; Beginning at a point on the north line of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 21, 864.6 feet west of the northeast corner of said  $\frac{1}{4}$   $\frac{1}{4}$  section; thence southwesterly 1453 feet to a point on the west line of SW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 21, 1290 feet north of the east and west center line of said Sec. 21. Area 4.85 acres more or less is enclosed in yellow lines on the attached blue print which is made a part hereof.



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their ~~heirs~~ heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they will warrant and forever defend the same unto the said party of the second part, its successors/ ~~and~~ assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

William F. Burrows  
Abbie Burrows



PUBLIC ROAD

Shawnee  
Creek.

W. F. Burrows.

3x2 Conc. Box

547+00 547+80 Public Road

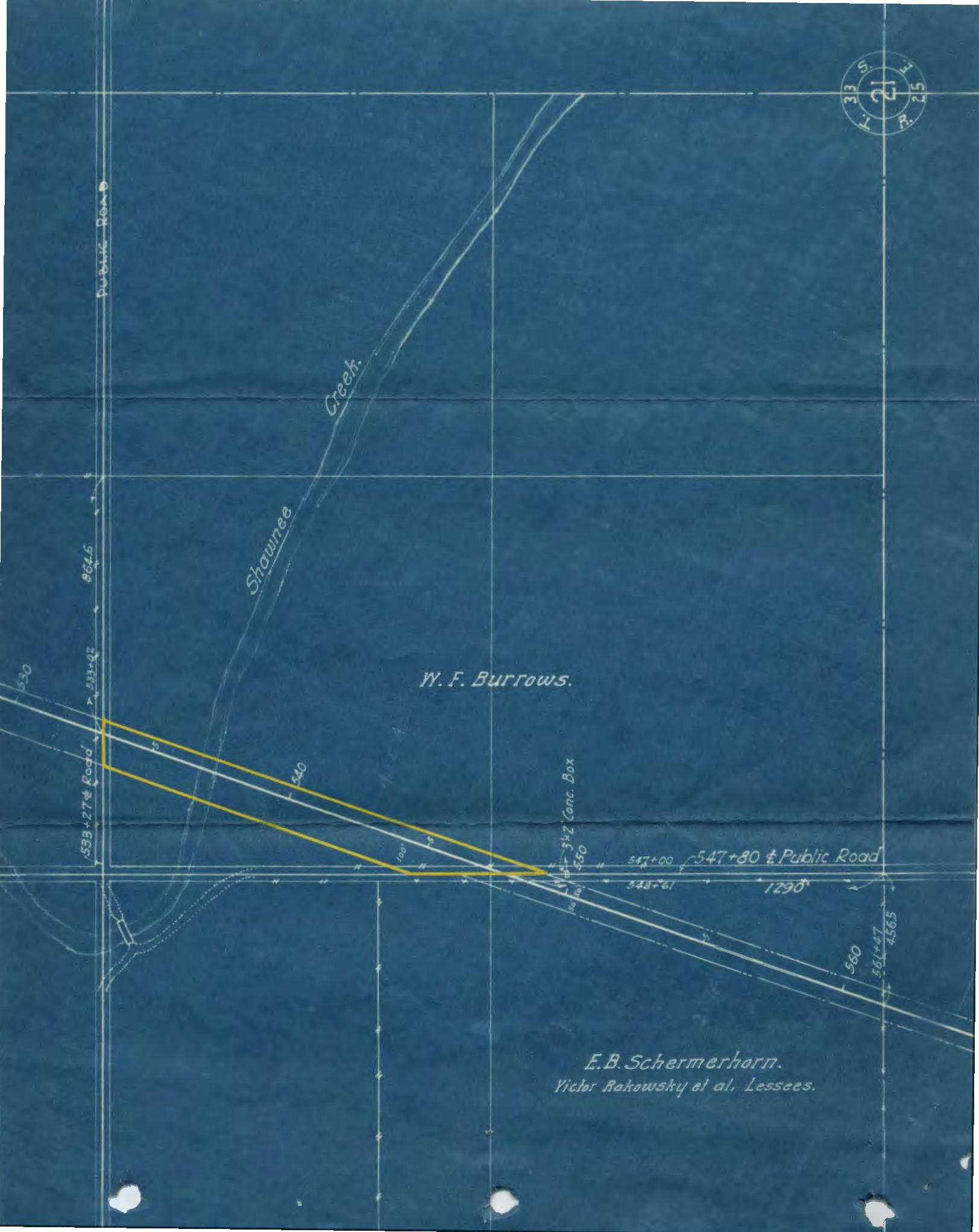
548+61

1290'

560

561+47  
4565

E. B. Schermerhorn.  
Victor Rakowsky et al, Lessees.



Deed No. 4497-G

WARRANTY DEED  
dated August 8, 1923

FROM:

EVA E. DEEM & J. R. DEEM

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 8<sup>th</sup> day of August, 1923

by and between Eva E. Deem and J. R. Deem, her husband,

of Cherokee County, Kansas, parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of One Hundred Dollars,

(\$ 100.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns ~~throughout~~ all the

following described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land out of the Southeast corner of the S.W.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 7, T. 34 S., R. 25 E. Being more particularly described as follows, to-wit:-

Beginning at a point in the south line of Section 7, T. 34 S., R. 25 E. at a distance of 1138 ft. east from the S. W. corner thereof; thence from said beginning point, bearing N. 25° 08' E. a distance of 297.5 ft. to a point in the east property line of said E. E. & J. R. Deem, being the west property line of Mary J. Haworth, at a distance of 270 ft. north from the south line of said Section 7; thence south on said property line a distance of 270 feet; thence West a distance of 127.5 ft. to the beginning point; containing 397/1000 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Eva E Deem  
J R Deem



State of Kansas }  
Cherokee County } SS

BE IT REMEMBERED, That on this 8th day of Aug. A. D., 1923,  
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

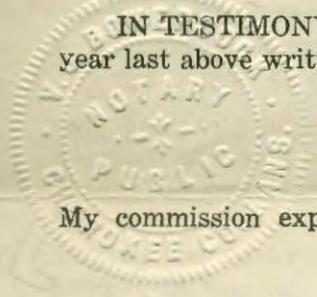
Eva E. Deem and J. R. Deem,  
her husband

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]  
Notary Public.

My commission expires Feb 15 - 1926



Original compared with record  
COPIED.....  
DIRECT.....  
INDIRECT.....  
NUMERICAL.....

**Warranty Deed**

From  
Eva E. Deem and  
J. R. Deem

To  
THE MISSOURI, OKLAHOMA &  
GULF RAILROAD COMPANY

Entered in Transfer Record in my  
office this 2nd day  
of January A. D., 1924  
E. R. Patterson  
By Laws & Co. County Clerk.

State of Kansas, Cherokee County, ss  
This instrument was filed for  
record on the 2 day of  
Jan A. D., 1924  
at 9:30 o'clock A.M., and duly  
recorded in Book 101, on page  
610.

Fee, \$.....  
Lora Whitmore  
Register of Deeds.



#6

3 K. O. & G. Deed No. 2058

Deed No. 4497-T

WARRANTY DEED  
dated July 31, 1923

FROM:

C. A. & ALICE DENTON

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-

THIS INDENTURE, Made and entered into this 31st day of July, 1923.

by and between C. A. Denton and Alice Denton, his wife,

of Cherokee County, Kansas, parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of Six Hundred Sixty-five & No/100 Dollars,

(\$665.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns ~~for right-of-way~~ all the

following described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land extending over, through and across the N. E.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$  of Section 36, T. 34 S., R. 24 E. lying West of, and adjacent to the Wagon Road along the East side of said land, being more particularly described as follows, to-wit:

Beginning at a point in the North line of said 10 acres at a distance of 1245.6 ft. East from the W.  $\frac{1}{4}$  Section corner of said Section 36, where the right-of-way is 122 ft. wide on the West, and 48 ft. wide on the East of said beginning point; thence bearing S. 1°57' E. a distance of 589.7 ft. where the right-of-way is 50 ft. wide on the West, and 38.9 ft. wide on the East; thence curving to the right with a radius of 1432.69 ft. a distance of 90.5 ft. to a point in the South line of said 10 acres, where the right-of-way is 50 ft. wide on the West, and 40.5 ft. wide on the East, containing 1 and 939/1000 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

C. A. Denton  
Alice Denton

State of Kansas }  
Cherokee County } SS

BE IT REMEMBERED, That on this 31st day of July A. D., 1923,  
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

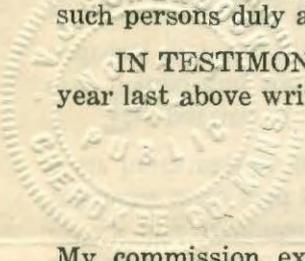
C. A. Denton and Alice Denton,  
his wife,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]  
Notary Public.

My commission expires Feb. 15-1926



Original compared with record

COPIED  
DIRECT  
INDIRECT  
NUMERICAL

**Warranty Deed**

From  
C. A. Denton  
and Alice Denton

To  
**THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY**

Entered in Transfer Record in my office this 7th day of August A. D., 1923  
[Signature]  
State of Kansas, Cherokee County, ss

This instrument was filed for record on the 7th day of August A. D., 1923 at 11 o'clock A.M., and duly recorded in Book 101, on page 517

Fee, \$  
[Signature]  
Register of Deeds.



18 **W. O. & G. Deed No. 2071**  
**PARCEL # 2**

Deed No. 4497-EE

:

WARRANTY DEED FOR RIGHT OF WAY  
dated September 21, 1912

FROM:

GEORGE D. & HENRIETTA KELSEY

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

✓ OK. [Signature]

# WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 21<sup>st</sup> day of September A. D. 1912  
 by and between George D. Kelsey & Henrietta Kelsey his wife  
 of \_\_\_\_\_ County, State of ~~Oklahoma~~, part 1<sup>st</sup> of the  
The Missouri, Oklahoma & Gulf Railroad Company,  
 first part, and Kansas, a corporation organized under the laws  
 of the State of ~~Oklahoma~~, party of the second part.

WITNESSETH: That the said part 1<sup>st</sup> of the first part, for and in consideration of the sum of Thirty Two Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of land \_\_\_\_\_ feet in width, extending over and across Lot 10, Block 4 of the City of Baxter Springs Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ East, situate in Cherokee County, State of Kansas, particularly described as follows, to-wit:

All that portion of Lot 10, Block 4, Brewster's First Addition to the City of Baxter Springs, Cherokee County, Kansas, more particularly described as follows: Beginning at the northeast corner of said lot; running thence west along the north line thereof a distance of about 62 feet to a point, said point lying on the westerly side of and 50 feet distant from, measured at right angles, to the center line of the Missouri, Oklahoma & Gulf Railroad; running thence southerly and parallel to said center line a distance of about 41 feet to the intersection of said line with the south line of said lot; thence east along said south line a distance of about 64 feet to the southeast corner of said lot; thence north along the east line of said lot a distance of 40 feet to place of beginning.

also All that portion of Lot 11, Block 4, Brewster's First Addition to the City of Baxter Springs, Cherokee County, Kansas, more particularly described as follows: Beginning at the northeast corner of said lot; running thence west along the north line thereof a distance of about 59 feet to a point, said point lying on the westerly side of and 50 feet distant from, measured at right angles, to the center line of the Missouri, Oklahoma & Gulf Railroad; running thence southerly and parallel to said center line a distance of about 41 feet to the intersection of said line with the south line of said lot; thence east along said south line a distance of about 62 feet to the southeast corner of said lot; thence north along the east line of said lot a distance of 40 feet to place of beginning.

The part 1<sup>st</sup> of the first part as a part of the consideration hereof does hereby waive \_\_\_\_\_ all damages that may result to abutting or adjoining property owned or controlled by \_\_\_\_\_ caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said part 1<sup>st</sup> of the first part has hereunto set his hands and seal the day and year first above written.

George D. Kelsey (SEAL)  
Henrietta Kelsey (SEAL)

### ACKNOWLEDGMENT.

STATE OF Kansas  
Cherokee County } ss.

Before me H. E. Rucker a Notary Public in and for said County and State, on this 21<sup>st</sup> day of September, 1912, personally appeared George D. Kelsey and Henrietta Kelsey his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on this 21 day of September, 1912  
H. E. Rucker  
 Notary Public.

My Commission Expires March 18-1916

77040

Valuation No 21 20 //

L-10411 Blk & Brewsters

*Blk-4-1*

From Station ..... To Station .....

# WARRANTY DEED FOR RIGHT OF WAY

FROM

*Geo. D. Kelsey et ux*

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

*2 15 Nov 12 2012*  
*Entered in transfer record*  
*in my office this 15th day Oct*  
*1912*  
*W. H. Sheffer C. C. L.*  
*by Emerson Hull my*

STATE OF KANSAS, }  
Cherokee County, }

This instrument was filed for record on  
the *14* day of *Oct*

A. D., 19*12* at *2* o'clock *P.*  
M. and duly recorded in Book *78* Page *321*

Rec. *110*  
By *James H. ...* of Deeds.

By *James H. ...* Depy.

*Parcel #14*

K. O. & G. Deed No. 1298

Return to E. Jones  
with rec 30 Newkay paper

THE BOWMAN PRESS - MUSKOGEE

Deed 4288

D E E D

Spencer Chemical Company

to

The Kansas City Southern Ry. Co.

*Record &  
Return to:*

**Mr. J. J. Taylor,  
General Tax Commissioner,  
Kansas City Southern Lines,  
114 West Eleventh Street,  
Kansas City 6, Missouri**

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D E E D

THIS INDENTURE made on this 12th day of March, A. D., 1951, by and between SPENCER CHEMICAL COMPANY, a Missouri corporation, "Grantor", and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, "Grantee".

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, and other valuable consideration, to it in hand paid, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell, convey, assign, transfer, set-over and warrant unto the Grantee, the following described railroad tracks and trackage facilities and appurtenances thereunto belonging (including, but not limited to, telephone and telegraph lines), together with the right to own, maintain, repair and operate over the same and to remove same when they are abandoned for railroad use, said railroad tracks, track facilities and appurtenances lying, being and situate in Section 16, Township 33 South, Range 25 East, in Cherokee County, Kansas, and more particularly described as follows, to-wit:

(1) 540 feet of the 837-foot portion of the main lead to the Spencer Chemical Company's plant to be owned by The Kansas City Southern Railway Company, being that portion outside the right of way of The Kansas City Southern Railway Company's Baxter Springs Branch Line and more particularly described as follows:

Beginning at a point in the south line of said Section 16, 2550.3 feet west of the southeast corner of said Section, being a point in the center line of the main lead to the Spencer Chemical Company's plant; thence north 11°00' west for a distance of 50.7 feet; thence on a 3°00' curve to the left for a distance of 577.8 feet; thence tangent to the last described course for a distance of 1941.1 feet to Station 191+78, being the northerly end of said lead to be jointly owned by The Kansas City Southern Railway Company and the St. Louis-San Francisco Railway Company and the beginning point of said lead to be exclusively owned by The Kansas City Southern Railway Company; thence continuing on last described course for a distance of 69.9 feet; thence on a 6°06' curve to the right for a distance of 470 feet, more or less, to an intersection with the easterly line of the right of way of The Kansas City Southern Railway Company's Baxter Springs Branch Line.

(2) 1256 feet of 1350-foot The Kansas City Southern Railway Company Siding described as follows: Starting at a point of switch at Station 179/64.9, being 1356.5 feet northwesterly along the center line of main lead described under (1) above from its beginning in the south line of Section 16; thence northwesterly through a No. 8 turnout to the left for a distance of 94 feet, more or less, to the end of switch ties in said turnout and the point of beginning of 1256 feet of track hereby described; thence continuing in a northwesterly direction, becoming and running parallel to said main track center line at a distance of 14 feet southwesterly therefrom for a distance of 1256 feet to the point of switch of a No. 8 turnout in said main track or lead at Station 193/14.9.

(3) 1125-foot Connected Siding described as follows: Beginning at a point of switch in above described 1350-foot The Kansas City Southern Railway Company siding, 112.5 feet northwesterly along same from its point of switch at Station 179/64.9 in main track; thence northwesterly through a No. 8 turnout to the left, becoming and running parallel to the center line of said 1350-foot The Kansas City Southern Railway Company siding at a distance of 14 feet southwesterly therefrom for a distance of 1125 feet to the point of switch of a No. 8 turnout in said 1350-foot The Kansas City Southern Railway Company siding.

TO HAVE AND TO HOLD all and singular the above-described railroad tracks and track facilities and appurtenances thereunto belonging, or in anywise appertaining thereto, together with the aforesaid right to own, maintain, repair and operate over the same and to remove same, unto the said Grantee, its successors and assigns, and said Grantor, for itself, its successors and assigns, does hereby covenant, promise and agree to and with said Grantee that at the delivery of these presents, said Grantor is lawfully seized in its own right of an absolute and indefeasible title of and in, all and singular, the above-described railroad tracks and track facilities and appurtenances thereunto belonging, together with the right to own, maintain, repair and operate over and remove the same; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever, and that said Grantor will warrant and forever defend the title and rights herein granted to said Grantee, its successors

and assigns, against said Grantor, its successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, said Grantor, Spencer Chemical Company, has hereunto caused this deed to be signed on its behalf by its Vice President, thereunto duly authorized so to do, and to be attested by its <sup>Asst</sup> Secretary, and has caused its corporate seal to be hereunto affixed the day and year first above written.

ATTEST:

E. V. Friedrich  
Asst Secretary.

SPENCER CHEMICAL COMPANY

By John P. Miller  
Vice President

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS

BE IT REMEMBERED that on this 12th day of March, A.D., 1951, before me the undersigned, a notary public in and for the County and State aforesaid, came John P. Miller, Vice President of the SPENCER CHEMICAL COMPANY, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and E. V. Friedrich, Asst Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation, Spencer Chemical Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

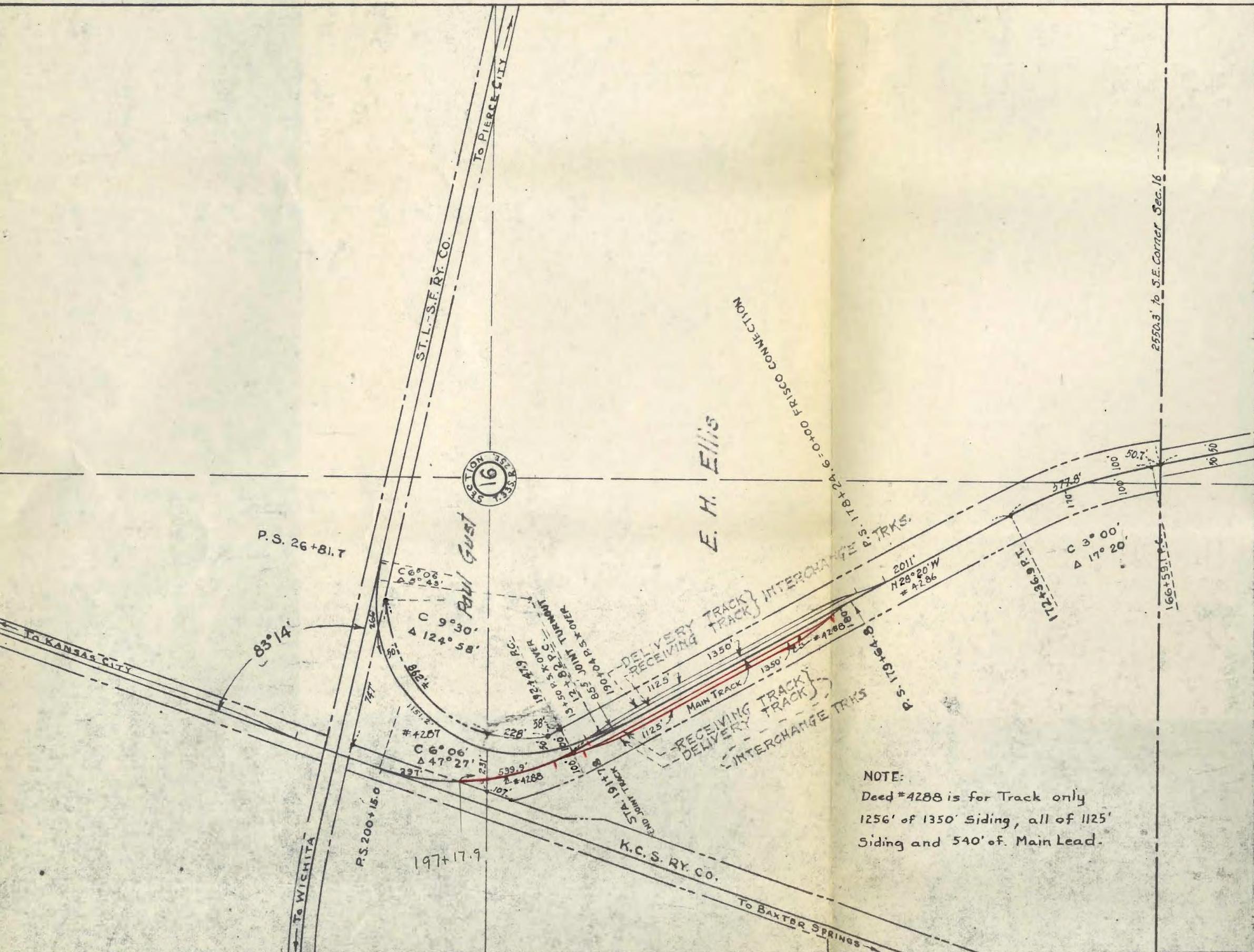
Edward D. Hansen  
Notary Public within and for the above County and State.

My commission expires: July 25, 1953

APPROVED AS I AM NOTARY  
E. J. Schuchman  
COMMISSIONER







NOTE:  
 Deed #4288 is for Track only  
 1256' of 1350' Siding, all of 1125'  
 Siding and 540' of Main Lead.

Goodwin

EXHIBIT A		
THE KANSAS CITY SOUTHERN RY. CO. Trackage acquired from Spencer Chemical Co. near Crestline, Kansas.		
DRAWN BY _____ TRACED BY _____ CHECKED BY _____ CORRECT CHIEF DRAUGHTSMAN	DRAWING NO. 265-24	OFFICE OF CHIEF ENGINEER KANSAS CITY, MISSOURI DATE Aug. 30, 1951 SCALE 1"=400'
APPROVED _____		CHIEF ENGINEER

Deed No. 4497-SS

WARRANTY DEED FOR RIGHT OF WAY  
dated April 24, 1913

FROM:

HARRIETT V. MARTIN, ET AL

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

W 57 #431

4497533

# WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 24th day of April A. D. 1913  
by and between Harriett V. Martin, a widow & Alonzo L. Jones & Hester Jones his wife  
of Cherokee County, State of Kansas, part in of the  
first part, and The Missouri, Oklahoma & Gulf Railroad Company, a corporation organized under the laws  
of the State of Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Twenty Five and no  
100 Dollars, in hand paid, the receipt of which  
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second  
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece  
of land 100 feet in width, extending over and across Fractional NE 1/4 of NE 1/4  
Section 11, Township 35 S, Range 24 East, situate in Cherokee  
County, State of Kansas, particularly described as follows, to-wit:

Said Martin tract being a strip of land 82 feet in width and  
cut off of the NE 1/4 of NE 1/4 of Section 11, by a line drawn parallel  
to and 82 feet from and north of the north line of the A. L. Jones tract,  
said line extending from the East line of the NE 1/4 of NE 1/4 of section  
Eleven west to the West line thereof.

Said right of way hereby conveyed being a strip of land one hundred feet  
in width i.e. fifty feet on each side of and immediately adjacent and  
parallel to the center line of the Missouri, Oklahoma & Gulf Railroad  
extending over and across the above described tract. Said center line  
entering the said Martin tract on its south line at about a point  
about 275 feet west of the southeast corner thereof, running thence  
northeasterly on a curved line to the north line of said subdivision  
to a point about 260 feet west of the northeast ~~line~~ <sup>corner</sup> of said subdivision  
~~to a point~~ All containing 0.2 acres more or less.

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-  
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The parties of the first part as a part of the consideration hereof does hereby waive all damages that may  
result to abutting or adjoining property owned or controlled by them  
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals  
the day and year first above written.

Harriett V. Martin (SEAL)  
Alonzo L. Jones (SEAL)  
Hester Jones Seal

STATE OF Kansas  
Cherokee County } ss.

### ACKNOWLEDGMENT.

Before me Frank L Brewster a Notary Public in and for said County  
and State, on this September day of September, 1913, personally appeared  
Harriett V. Martin a widow and Alonzo L. Jones & Hester Jones his wife  
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to  
me that they executed the same as their free and voluntary act and deed for the uses and pur-  
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 24th day of April, 1913  
Frank L Brewster  
Notary Public.

My Commission expires Dec. 1, 1913

My Commission Expires

Tract No. ~~241~~ 421 ✓ 10

Valuation No 5 23  
11-35-24 *WJ*

*Set 4 - Parcel 10*

From Station ..... To Station .....

# WARRANTY DEED FOR RIGHT OF WAY

FROM

Alonzo L. Jones and .....

Hester Jones, his wife .....

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

*Parcel # 9*

STATE OF KANSAS, }  
Cherokee County, }

This instrument was filed for record on  
the 14 day of June  
A. D. 1913 at 1 o'clock P. M.  
and duly recorded in Book 78 Page 403  
for 1.00  
James H. Orr Reg. of Deeds.  
By ..... Deput.

*1 dec 10*

Entered in TRANSIT RECORD in  
my office on 18 day of June  
1913 Emerald Hall  
By E. J. Madison County Clerk

THE BOWMAN PRESS, MUSKOGEE  
Return to E. L. Jones, Deed No. 1301

*120* Muskogee, Okla.

Mem: Abstract returned  
to J. Ferguson 11/30/10

And No # 134 June 1913

Daad No: 3465

rule 151

KANSAS ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
County of LOS ANGELES } ss.

BE IT REMEMBERED, That on this 20th day of June A. D., 1923 before me, the undersigned, a Notary Public in and for said County and State, came Jennie Ferguson and Thomas Ferguson, her husband, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

H. W. Leharke

Notary Public.

My commission expires 19

NOTARY PUBLIC in and for the County of Los Angeles, State of California.

My Commission Expires Jan. 25, 1927

KANSAS ACKNOWLEDGMENT

STATE OF }  
County of } ss.

BE IT REMEMBERED, That on this day of A. D., 19 before me, the undersigned, a Notary Public in and for said County and State, came who personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires 19

Approved as to form & execution. C. R. Smith, atty.

COPIED DIRECT INDIRECT

NUM Warranty Deed Original compared with record

FROM Jennie Ferguson and husband

TO The Kansas City Southern Railway Co.

Entered in Transfer Record in my office this 29 day of June 1923

C. R. Dally and J. A. Johnson County Clerk

STATE OF KANSAS, Cherokee County, ss.

Received for Record on the 27 day of June 1923, at 8 o'clock A. M., and duly Recorded in Book 106 of Deeds at Page 426

Lora Whitmore Register of Deeds.

Fee, \$



# Kansas Warranty Deed

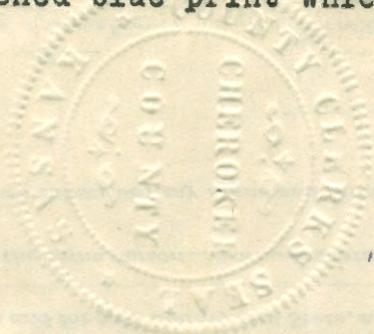
This Indenture, Made this fourth day of June A. D., One Thousand Nine Hundred Twenty Three by and between Jennie Ferguson and Thomas Ferguson, her husband,

parties of Los Angeles County, in the State of California, / of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~of~~ ~~the~~ ~~State~~ ~~of~~ party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of FIVE HUNDRED AND NO/100----- DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors ~~heirs~~ and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the N $\frac{1}{2}$  of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 29, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 29, 315 feet east of the northwest corner NW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 29; thence southwesterly 710 feet more or less to a point on the south line of the N $\frac{1}{2}$  of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  said Sec. 29, 87 feet more or less east of the southwest corner of the N $\frac{1}{2}$  of said  $\frac{1}{4}$   $\frac{1}{4}$  section. Area 1.63 acres more or less and is enclosed in yellow lines on the attached blue print which is made a part hereof.



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they will warrant and forever defend the same unto the said party of the second part, its successors ~~heirs~~ and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Jennie Ferguson  
Thomas Ferguson

*Lessees.*

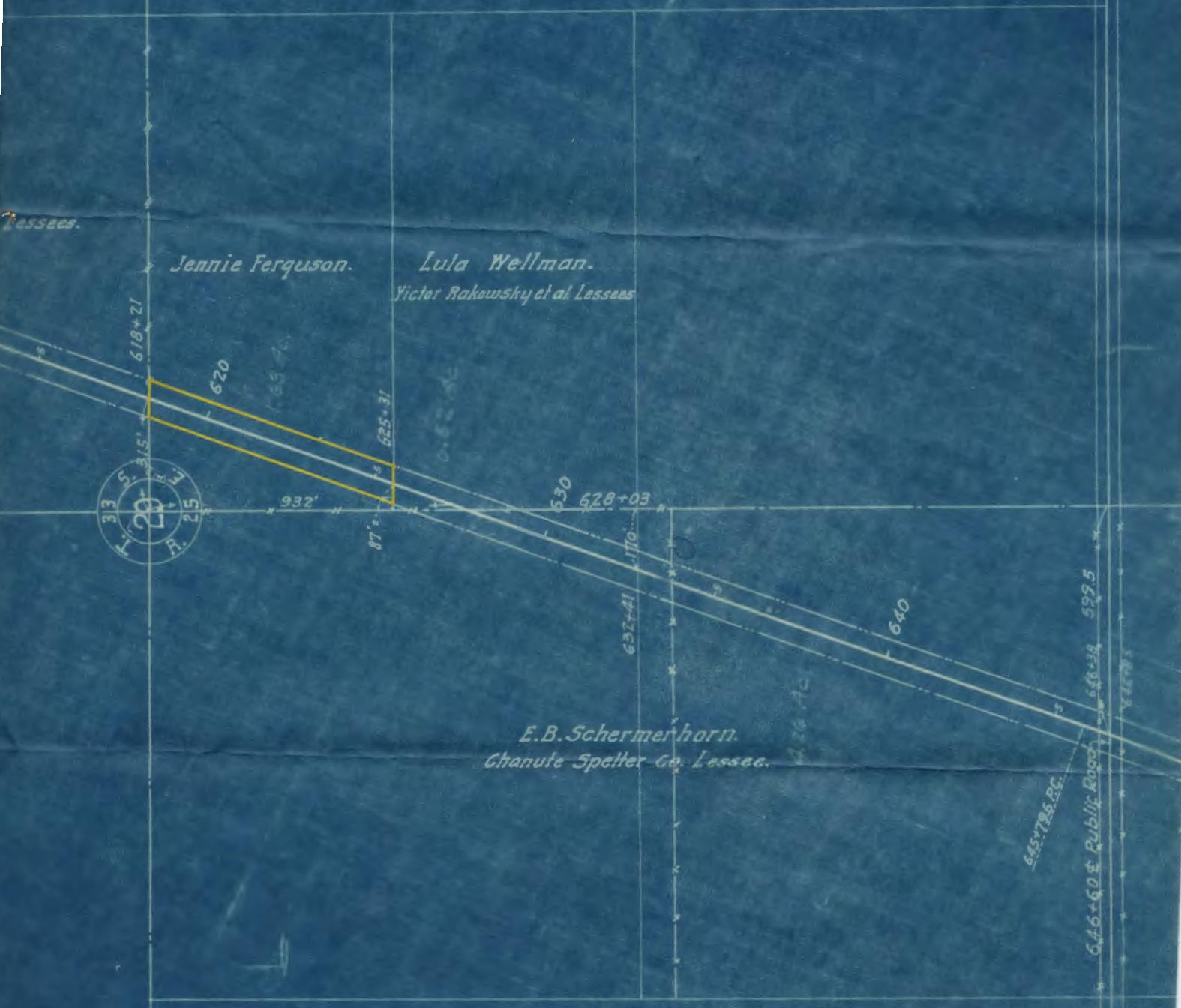
*Jennie Ferguson.*

*Lula Wellman.*  
*Victor Rakowsky et al Lessees*

*E.B. Schermerhorn.*  
*Chanute Spelter Co. Lessee.*

*645+786.B.C.*

*646+60 & Public Road*



M. K. 101

Deed No. 3489

No. 1125 July 1923

Posted on 1069-3

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA }  
County of WASHINGTON } ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of July, A. D., 1923 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. R. Straight - V.P. President of the KANSAS NATURAL GAS, OIL, PIPELINE AND IMPROVEMENT COMPANY a corporation duly organized, incorporated and existing under and by virtue of the laws of Delaware and L. A. Ramsey asst. Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

My commission expires Aug 17<sup>th</sup>, 1925

T. B. Roach  
Notary Public.

Approved as to form and execution. A. F. Smier, S.S.

Original compared with record  
COPIED DIRECT  
INDIRECT NUMERICAL  
Warranty Deed

FROM  
Kansas Natural Gas Co

TO  
The Kansas City Southern Railway Co

Entered in Transfer Record in my office this 18<sup>th</sup> day of August 1923.

E. R. Chitterson  
County Clerk  
STATE OF KANSAS, }  
Cherokee County, } ss. 1.00

Received for Record on the 1 day of Aug 1923, at 8 o'clock A.M., and duly Recorded in Book 95 of Deeds at Page 78  
L. A. Ramsey  
Register of Deeds.

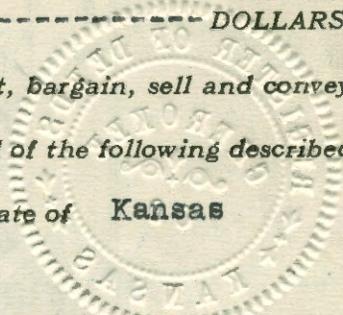
Fee, \$

# Kansas Warranty Deed

(CORPORATION)

This Indenture, Made this 18<sup>th</sup> day of July, A. D., 1923,  
between ~~Kansas Natural Gas, Oil, Pipeline and Improvement~~ Company,  
a corporation, duly organized, incorporated and existing under and by virtue of the laws of the State  
of Delaware and having its principal place of business at Bartlesville,  
in the State of Oklahoma, party of the first part, and  
The Kansas City Southern Railway Company, a corporation organized  
and existing under the laws of  
of ----- County, in the State of Missouri, party of the second part:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the  
sum of ONE HUNDRED SEVENTY-ONE AND 00/100----- DOLLARS,  
the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey  
unto said party of the second part, its successors heirs and assigns, all of the following described  
REAL ESTATE, situated in the County of Cherokee and State of Kansas  
to-wit:



A 100 foot strip of land being 50 feet on either side of the following described center line through the SE 1/4 NE 1/4 Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the North line of the SE 1/4 NE 1/4 Section 6, 938.6 feet west of the NE corner of said 1/4 1/4 section; thence Southwesterly 333 feet to the Northerly Right of Way line of the Missouri, Kansas & Texas Railway Company. Area .76 acre; and is enclosed in yellow lines on the attached blue print which is made a part hereof.

The grantee agrees to construct a farm crossing over and across the above described Right of Way, location of which is to be determined by the Chief Engineer of the grantee.

In the event the grantee herein shall not use the land herein described for railroad purposes or shall abandon the same this deed shall become inoperative and said land shall revert to and become the property of the grantor.



TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said party of the first part for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents, it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature and kind soever,

and that it will WARRANT and FOREVER DEFEND the same unto said party of the second part, its successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

KANSAS NATURAL GAS, ~~OIL, PIPELINE AND IMPROVEMENT~~ COMPANY,

ATTEST: L. H. Murray, Secretary.

By A. R. Straight, Vice-President.

of the -----

Barn.

2 S. Fr.

MILITARY, Ks.

MILITARY ROAD.

Kansas Natural Gas Co.

1 S. Fr.

15. Fr.

Barn.

G. W. Walker.

W. T. Peters.

Speller Co., Lessee.

2 S. Fr.

Barn.

2 S. Fr.

Barn.

J. G. Livingston.  
Chanute Speller Co. Lessee.

F. P. Chanute  
Satterthwait.  
Speller Co. Lessee.

man.

Speller Co., Lessee.

730

734+33  
737+59

735+69

740

Private Road

J. G. Livingston.  
Chanute Speller Co. Lessee.



Deed No: X-4497.7

KANSAS CORPORATION QUIT-CLAIM DEED  
dated August 5, 1976

FROM:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

TO:

BURL K. SANFORD

Deed No: X-4497.7

POSTED ON

C. M. Profile No. 480-9

Station Wire No. 1061-1

Side Track Used

Valuation Map No. KCS, K-3, 6

Parcel No. X-5

Run Date 5/6/82

# Kansas Quit-Claim Deed

CORPORATION

X- 4497.7  
X- 4497-Q

This Indenture, Made this **5<sup>th</sup>** day of August A. D., 1976, between

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of **Missouri**, and having its principal place of business at **Kansas City,**

in the State of **Missouri**, of the first part, and **BURL K. SANFORD** residing at **423 West Olive, Columbus,**

of **Cherokee** County, in the State of **Kansas**, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum

of **(\$10.00) TEN DOLLARS AND  $\frac{00}{100}$ ----- DOLLARS,**

to **it** duly paid, has sold, and by these presents do Remise, Release and Quitclaim

unto the said party of the second part, **his** heirs and assigns, forever, all that

tract or parcel of land situated in the County of **Cherokee** and State of

**Kansas**, and described as follows, to-wit:

A strip or parcel of land 57.5' in width located in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 25, Township 34 South, Range 24 East, Cherokee County, Kansas, said 57.5' wide strip being the Westerly one-half of that certain 115' wide right-of-way, less and except the Northerly 185' thereof, of The Kansas City Southern Railway Company acquired from George W. and Lura J. Simpson by warranty deed dated July 23, 1923, and recorded August 7, 1923, in Book 101, Page 506 of the conveyance records of Cherokee County, Kansas; said 57.5' wide strip being more particularly described as follows:

Beginning at the point of intersection of the South line of said Section 8 with the Westerly line of said certain 115' wide right-of-way, said point being 1166.2' Easterly of the Southwest corner of said Section 8; thence North 1°57' West along said Westerly right-of-way line, 1224.8', to a point; thence Easterly along a line paralleling said South line of Section 8 to a point being 57.5' perpendicular from said Westerly right-of-way line; thence South 1°57' East, paralleling and remaining 57.5' perpendicular from said Westerly right-of-way line, 1224.8', to said South line of Section 8; thence Westerly along said South line of Section 8 to the point of beginning, containing 1.617 Acre, more or less, as shown in red on print of Railway Company drawing number 967-181, dated August 5, 1976, attached hereto and made a part hereof.

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said party of the second part, **his** heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

By *M J McElroy*  
Vice President.

Attest:  
*William D. Dallas* ASST., Secretary.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

County of JACKSON

ss.

BE IT REMEMBERED, That on this 5<sup>th</sup> day of August A. D. 1976, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. F. McClain Vice President of ~~the~~ THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri and Geraldine D. Dollins, Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation THE KANSAS CITY SOUTHERN RAILWAY COMPANY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires May 29, 1979

G. B. Niedermeyer  
Notary Public.

**Quit-Claim Deed**

FROM

TO

Entered in Transfer Record in my office this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

County Clerk

STATE OF KANSAS, }  
County, } ss.

Received for Record on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly Recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at Page \_\_\_\_\_

Fee, \$ \_\_\_\_\_  
Register of Deeds.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

CERTIFIED RESOLUTION

I, Geraldine D. Dollins, do hereby certify that I am the duly elected and qualified Assistant Secretary of The Kansas City Southern Railway Company, a Missouri corporation, and that as such, I am the keeper of its corporate records and seal; and

I further certify that at a meeting of the Board of Directors of The Kansas City Southern Railway Company held on August 13, 1976, at which a quorum was present and acting throughout, the resolutions attached hereto as Exhibit A were duly adopted and are currently in full force and effect.

Signed and sealed at Kansas City, Missouri, this 19<sup>th</sup> day of  
October, 1976.

Geraldine D. Dollins  
Assistant Secretary

(CORPORATE SEAL)

RESOLVED, that the action of M. F. McClain, Vice President of this Company, in executing and delivering for this Company a deed conveying to Burl K. Sanford, for a total cash consideration of \$200, certain real estate consisting of approximately 1.617 acres, more or less, situated in Cherokee County, Kansas, be, and it is hereby, approved, ratified and confirmed; and

RESOLVED FURTHER, that the Trustees under this Company's First Mortgage dated as of October 1, 1945, be, and they are hereby, requested to execute and deliver a proper instrument releasing from the lien of said First Mortgage, said real estate, which, in the judgment of this Board of Directors, is no longer necessary or advantageous for the operation, maintenance or use of the lines of railroad now subject to the lien of said First Mortgage or for use in the business of the Company.

RELEASE DEED

THIS INDENTURE, made as of this 24<sup>th</sup> day of November, 1976 between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clair Schroeder of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, recorded in the Office of Register of Deeds in the ~~Parish~~ County of Cherokee State of Kansas, in Book 111, at page 1, and by First Supplemental Indenture dated as of the first day of June 1948, recorded in the Office of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ in the ~~County~~ ~~Parish~~ of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ State of ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ in Book ~~XXXXXXXXXXXX~~ at page ~~XXXXXXXX~~ and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the Office of Register of Deeds in the ~~Parish~~ County of Cherokee State of Kansas, in Book 132, at page 1 to 31, inc. for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situated in the ~~Parish~~ County of Cherokee and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

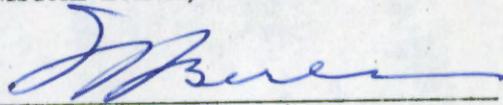
IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clair Schroeder, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and The Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

(Corporate Seal)

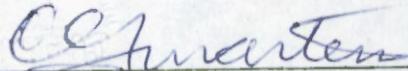
CHEMICAL BANK, as Trustee

ATTEST:

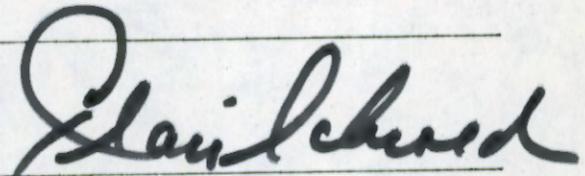
By



TRUST OFFICER



Assistant Secretary



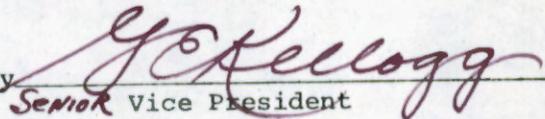
Clair Schroeder, as Trustee

(Corporate Seal)

THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY

ATTEST:

By



Senior Vice President



Assistant Secretary

**EXHIBIT "A"**

A strip or parcel of land 57.5' in width located in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 25, Township 34 South, Range 24 East, Cherokee County, Kansas, said 57.5' wide strip being the Westerly one-half of that certain 115' wide right-of-way, less and except the Northerly 185' thereof, of The Kansas City Southern Railway Company acquired from George W. and Lura J. Simpson by warranty deed dated July 23, 1923, and recorded August 7, 1923, in Book 101, Page 506 of the conveyance records of Cherokee County, Kansas; said 57.5' wide strip being more particularly described as follows:

Beginning at the point of intersection of the South line of said Section 8 with the Westerly line of said certain 115' wide right-of-way, said point being 1166.2' Easterly of the Southwest corner of said Section 8; thence North  $1^{\circ}57'$  West along said Westerly right-of-way line, 1224.8', to a point; thence Easterly along a line paralleling said South line of Section 8 to a point being 57.5' perpendicular from said Westerly right-of-way line; thence South  $1^{\circ}57'$  East, paralleling and remaining 57.5' perpendicular from said Westerly right-of-way line, 1224.8', to said South line of Section 8; thence Westerly along said South line of Section 8 to the point of beginning, containing 1.617 Acre, more or less.

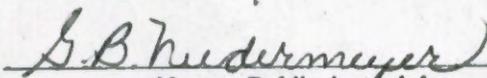
STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 8th day of November, 1976, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared G. E. Kellogg, to me personally known who being by me duly sworn, did depose and say that he resides in Leawood, Kansas, that he is Senior Vice President of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said G. E. Kellogg acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said G. E. Kellogg is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said G. E. Kellogg acknowledged himself to be Senior Vice President of The Kansas City Southern Railway Company, a corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as ; and I do further certify that the said G. E. Kellogg is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Vice Presidents and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said G. E. Kellogg is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said G. E. Kellogg acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires: May 29, 1979

  
Notary Public in and for  
Jackson County, Missouri

STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 8<sup>th</sup> day of November, 1976, before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clair Schroeder, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

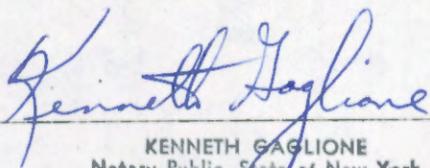
May 29, 1979

A. B. Niedermeyer  
Notary Public in and for  
Jackson County, Missouri

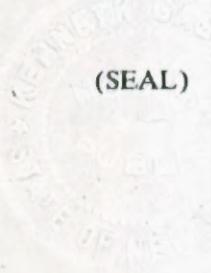
STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

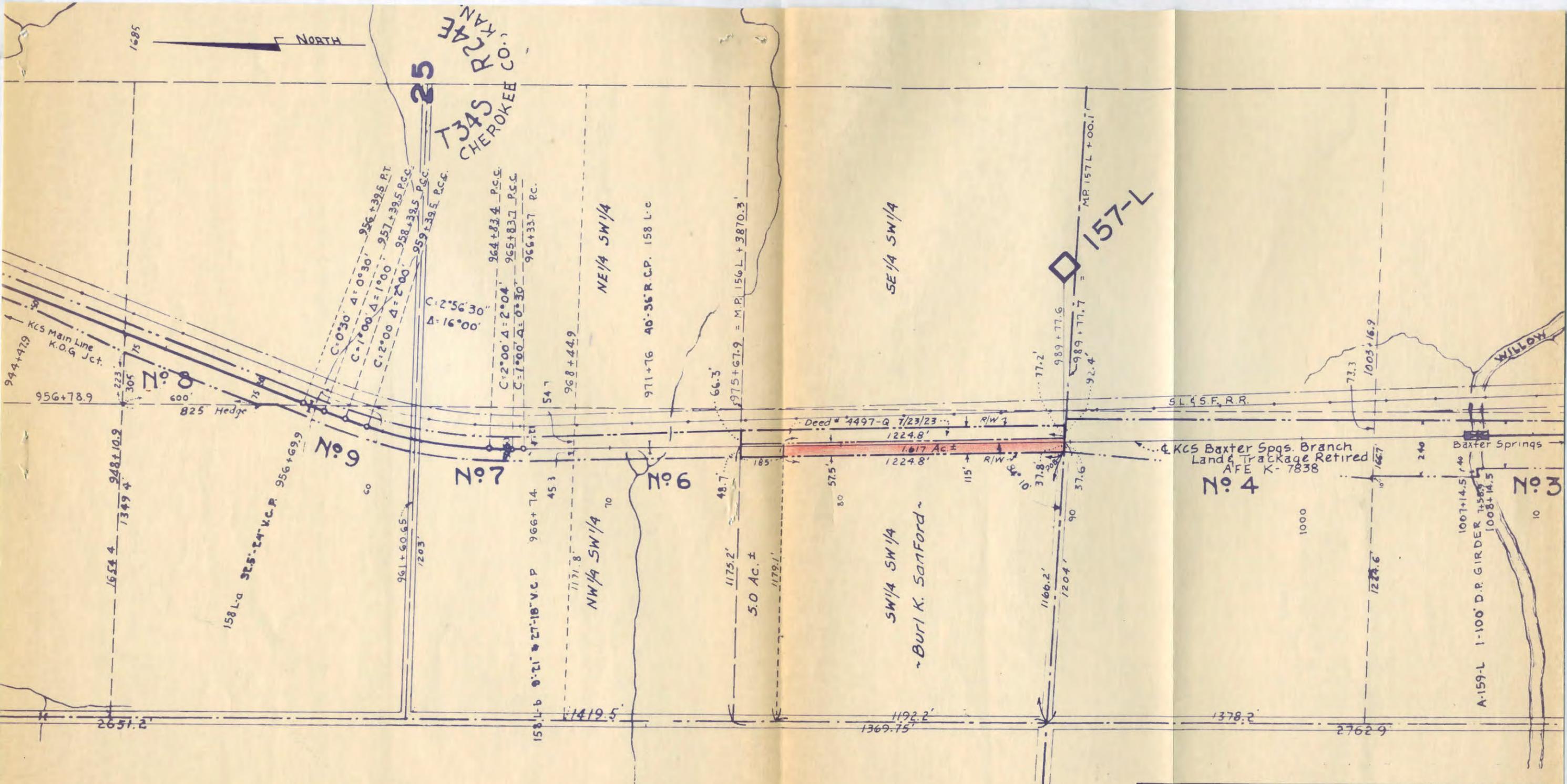
BE IT REMEMBERED, that on the 24<sup>th</sup> day of November, 1976, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared W. H. BERLS to me personally known who being by me duly sworn, did depose and say that he resides at One Emil Court Huntington, New York 11743, that he is **TRUST OFFICER** of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said W. H. BERLS acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said W. H. BERLS is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said W. H. BERLS acknowledged himself to be **TRUST OFFICER** of Chemical Bank, a corporation, and that he, as such **TRUST OFFICER**, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as **TRUST OFFICER**; and I do further certify that the said W. H. BERLS is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as **TRUST OFFICER** and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said W. H. BERLS is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said W. H. BERLS acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

  
KENNETH GAGLIONE  
Notary Public, State of New York  
No. 00-4521558  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires March 30, 1977

(SEAL)





<b>EXHIBIT "A"</b>	
<b>THE KCS RAILWAY CO.</b>	
Proposed Quit-Claim of 1.617 Ac. ± of right-of-way on Baxter Springs Branch to Burl K. Sanford, North of <b>BAXTER SPRINGS, KANSAS</b>	
<b>S</b>	servitron, inc. engineering - construction BATON ROUGE      KANSAS CITY SHREVEPORT
	DRAWN BY <b>MAS</b> CHECKED BY <i>rlp</i> DATE <b>8-5-76</b> SCALE <b>1" = 400'</b> SHEET NO <b>1 of 1</b> DRAWING NO <b>967-181</b>

Deed N<sup>o</sup> 3242

PARTIAL SATISFACTION OF MORTGAGE.

Know all Men by these Presents, that the NATIONAL LIFE INSURANCE COMPANY (a corporation organized under the laws of Vermont, of Montpelier, in the County of Washington, in said State,) in consideration of \$...1.00.....paid to it on a certain note secured by mortgage, which mortgage was executed by.....S. L. Hurlbut.....to the Deming Investment Company and assigned,

to the said NATIONAL LIFE INSURANCE COMPANY, for \$ 4,500., dated the 3rd day of July, 1915, and filed for record the 3rd day of August, 1915, at o'clock M., and recorded in Book 75 page 31 of Record of Mortgages of Cherokee County, State of Kansas,

does hereby discharge and release from the lien of said mortgage the following described land situate in the

County and State aforesaid: A parcel of land situated in the northwest corner of the south east quarter of the northwest quarter of section 25, township 32, south, range 25 east lying west of a line fifty feet east of and parallel to a center line described as follows: beginning at a point on the west line of the southeast quarter of the northwest quarter of section 25, township 32 south range 25 east, 1089 feet north of the southwest corner thereof, thence in a northeasterly direction on a tangent extending across the northwest quarter of said section 25, a distance of 91 feet more or less, to a point on the north line of the southeast quarter of the northwest quarter of section 25, 30 feet east of the northwest corner thereof. Said parcel of land containing 0.36 acres, more or less.

It is understood and agreed that the within instrument is a release of the above described parcel only and in no manner affects the lien of the mortgage as against the remaining parcel or parcels described in said mortgage.

In Witness Whereof the NATIONAL LIFE INSURANCE COMPANY has caused these presents to be signed by its.....President and a member of its Committee on Finance, duly authorized, and its corporate seal to be hereto affixed, at Montpelier, Vermont, on this 8th day of July.....A. D. 1919.

WITNESSES:

C. L. Duke

H. M. Cutler

National Life Insurance Co. By Fred A. Howland President. Member of Committee on Finance.

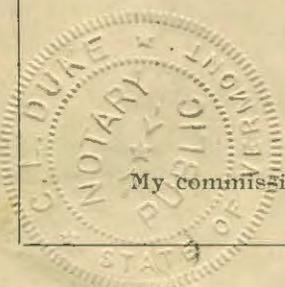
STATE OF VERMONT, } SS. WASHINGTON COUNTY. }

On this 8th day of July A. D. 1919, before me, a Notary Public, in and for said County, personally appeared Fred A. Howland, President, and H. M. Cutler, member of the Committee on Finance of the NATIONAL LIFE INSURANCE COMPANY, to me personally known to be such officers as aforesaid, and who are personally known to be the identical persons who executed the within instrument, and who duly acknowledged that said instrument was signed and sealed with the corporate seal of said NATIONAL LIFE INSURANCE COMPANY, in behalf of said Company, by authority of its Board of Directors, and that the said execution was their voluntary act and deed, and the voluntary act and deed of said NATIONAL LIFE INSURANCE COMPANY for the purpose herein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and date above written.

C. L. Duke Notary Public, Washington County, Vermont.

My commission expires on the 31st day of January, A. D. 1921.



*Garrett Deming*  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓

LOAN NO. 33843

**Partial Satisfaction of Mortgage**  
Deed No. 3242

National Life Insurance Co.

TO

Office of Register of Deeds.

STATE OF KANSAS,  
COUNTY OF Cherokee } ss.

I hereby certify that the within instrument  
was filed for record on the 29 day of

July 1907

at 11:30 clock 9 M., and duly recorded in

Book J of Release Records,

page 276

Minnie B Murray  
Register of Deeds.



10

Deed No 3242

DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓✓

115

K.C. S. Parlane Co  
Kansas City  
Mo

WARRANTY DEED

THIS INDENTURE, made this 2 day of December, 1919, by and between S. L. Hurlbut and Effie Hurlbut, husband and wife, of Houston, in the State of Texas, parties of the first part, and The Kansas City Southern Railway Company, a corporation of the State of Missouri, party of the second part, WITNESSETH that:

The said parties of the first part in consideration of the sum of One Dollar (\$1.00) to them duly paid (the receipt of which is hereby acknowledged) do by these presents sell and convey unto the said party of the second part, its successors and assigns, all of the following described lot, tract or parcel of land, lying, being and situate in the County of Cherokee and State of Kansas, to-wit:

A parcel of land situated in the northwest corner of the southeast quarter (S. E. 1/4) of the northwest quarter (N. W. 1/4) of section twenty-five (25), township thirty-two (32) south, range twenty-five (25) east, lying west of a line fifty (50) feet east of and parallel to a center line described as follows:

Beginning at a point on the west line of the southeast quarter (S. E. 1/4) of the northwest quarter (N. W. 1/4) of section twenty-five (25), township thirty-two (32) south, range twenty-five (25) east, one thousand eighty-nine (1089) feet north of the southwest corner thereof; thence in a northeasterly direction on a tangent extending across the northwest quarter (N. W. 1/4) of said section twenty-five (25), a distance of ninety-one (91) feet more or less, to a point on the north line of the southeast quarter (S. E. 1/4) of the northwest quarter (N. W. 1/4) of section twenty-five (25), thirty (30) feet east of the northwest corner thereof; said parcel of land containing thirty-six hundredths (0.36) acres, more or less, and being represented by space enclosed within yellow lines on the attached blue print which is made a part hereof.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, as a railroad right of way. And the said S. L. Hurlbut and Effie Hurlbut, his wife, for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that

W.W.J-9/29/19

at the delivery of these presents, ~~said interest in~~ said premises are free, clear, discharged and unencumbered of and from all other and former grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what nature or kind soever, by, through or under said parties of the first part; and that they will warrant and forever defend said interest unto the said party of the second part, its successors and assigns against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the parties of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

S. L. Hurlbut (SEAL)

Effie Hurlbut (SEAL)

STATE OF Texas }  
COUNTY OF Harris } SS.

On this 2 day of December, 1919, before me, J. W. [Signature], a notary public in and for said county, personally appeared S. L. Hurlbut and Effie Hurlbut, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Houston Texas the day and year first above written.



[Signature]  
Notary Public in and for Harris Co. Tex.

My term expires June 1924.

APPROVED AS TO FORM

[Signature]  
General Solicitor

APPROVED AS TO DESCRIPTION

[Signature]  
Chief Engineer

APPROVED AS TO EXECUTION

[Signature]  
Genl. Solicitor

Chief Engineer

Entered in TRANSFER RECORD in

my office this 24 day of Mar

1920 Anna Masterson

County Clerk.

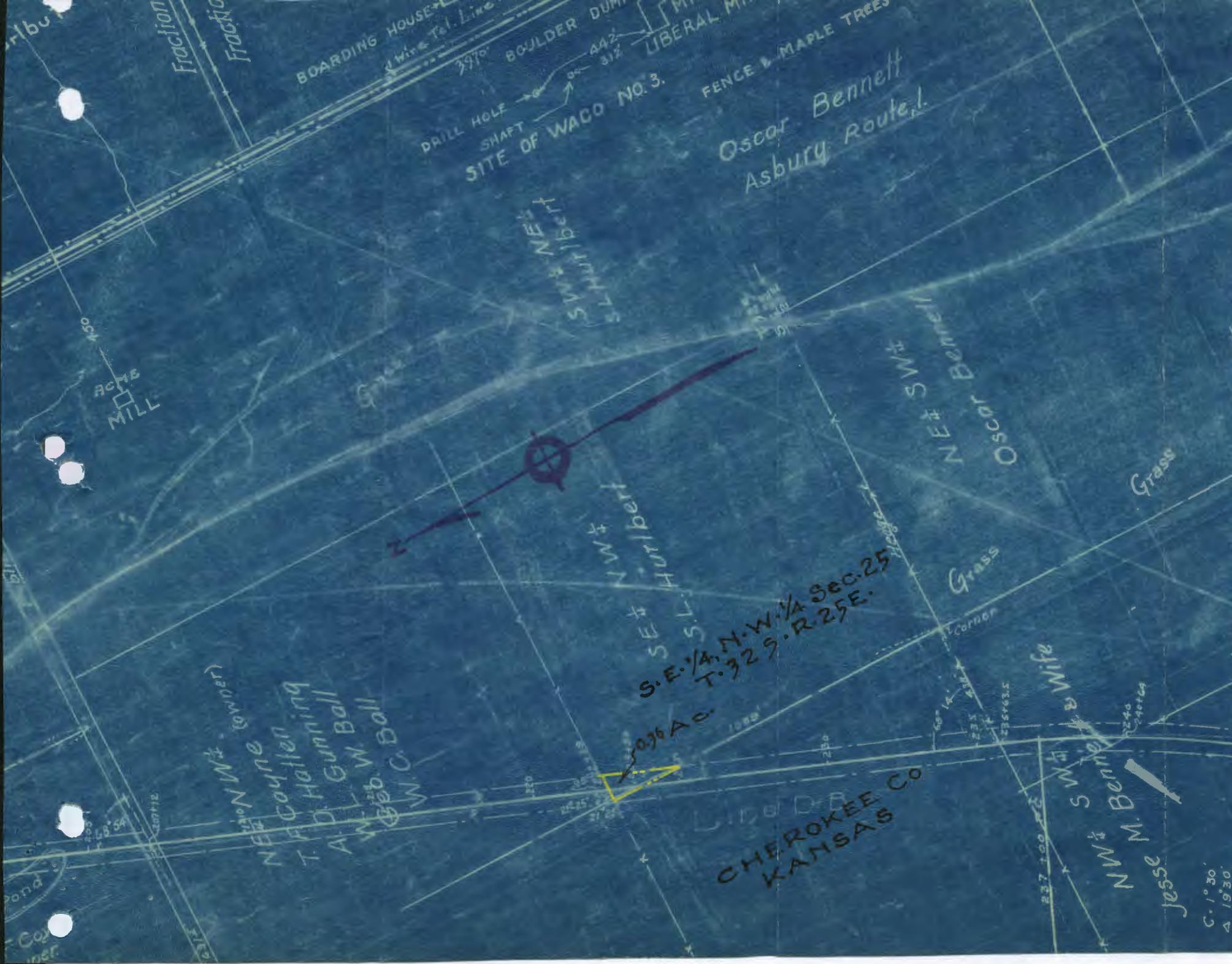
By J. P. [Signature] Deputy

24  
1920  
8  
march  
a  
92-534

Minnie B. Murray  
Sadie Barr

92-534

(SEAL)



tribu  
Fracktion  
Fracktion

BOARDING HOUSE  
Wine Tel. Line  
3970  
BOULDER DUMPS  
442  
312  
LIBERAL MI  
FENCE & MAPLE TREES  
Oscar Bennett  
Asbury Route

ACMB  
MILL

SW 1/4 NE 1/4  
SW 1/4 NE 1/4

NE 1/4 SW 1/4  
Oscar Bennett

Grass



SE 1/4 NW 1/4  
SW 1/4 NE 1/4

S.E. 1/4 N.W. 1/4 SEC. 25  
T. 32 S. R. 25 E.

Grass

Corner

NW 1/4 (owner)  
NE 1/4 Coyne  
T. F. Hallen  
A. D. Gunning  
W. W. Ball  
Geo. W. Ball  
W. C. Ball

5036 AC.

CHEROKEE CO  
KANSAS

SW 1/4 & wife  
NW 1/4 SW 1/4  
M. Bennett  
Jesse

C. 1° 30'  
Δ 1930

DEED NO. X-4497.8  
KANSAS CORP. QUIT-CLAIM DEED  
dated October 27, 1976

FROM:

THE KANSAS CITY SOUTHERN RAILWAY CO.

TO:

BURL K. SANFORD

POSTED ON	
G. M. Profile No.	480-9
Station Plan No.	1061-1
Side Track Record	
Valuation Map No.	KCS, K-3, 6
Parcel No.	X-5
Rwm Date	5/6/82

# Kansas Quit-Claim Deed

CORPORATION

X-4497.8  
X-4497-Q.1

This Indenture, Made this 27<sup>th</sup> day of October A. D., 1976, between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Missouri, and having its principal place of business at Kansas City, in the State of Missouri, of the first part, and

BURL K. SANFORD, residing at 423 West Olive, Columbus,

of Cherokee County, in the State of Kansas, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum

of (\$10.00) TEN DOLLARS AND <sup>No</sup>~~100~~----- DOLLARS,

to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim

unto the said party of the second part, his heirs and assigns, forever, all that

tract or parcel of land situated in the County of Cherokee and State of

Kansas, and described as follows, to-wit:

A strip or parcel of land 57.5 feet in width located in, over and across the Southwest quarter of the Southwest quarter of Section 25, Township 34 South, Range 24 East, Cherokee County, Kansas, same said 57.5 feet wide strip being the Easterly half of that certain 115 feet wide right-of-way of The Kansas City Southern Railway Company previously granted to the Missouri, Oklahoma and Gulf Railroad Company from George W. and Laura J. Simpson by deed dated July 23, 1923 and recorded August 7, 1923 in Book 101, Page 506 of the Deed Records of Cherokee County, Kansas, said 57.5 feet wide strip being more particularly described as follows:

Commencing at the Southwest corner of said Section 25, thence East along the South line of said Section 25 a distance of 1223.7 feet, more or less, to a point in a line drawn parallel to and 57.5 feet Westerly as measured perpendicular from the Easterly line of said 115 feet wide right-of-way, said point being the true point of beginning; thence Northerly remaining 57.5 feet perpendicular from and parallel to said Easterly right-of-way line a distance of 1409.8 feet, more or less, to a point in the North line of the Southwest quarter of the Southwest quarter of said Section 25; thence East along said North quarter - quarter Section line to a point in said Easterly right-of-way line; thence Southerly along said Easterly right-of-way line a distance of 1409.8 feet, more or less, to a point in the South line of said Section 25; thence West along said South line of Section 25 to the point of beginning, containing 1.861 Acres, more or less, as shown in red on print of Railway Company drawing number 967-259, dated October 15, 1976 and designated as Exhibit "A", attached hereto and made a part hereof.

APPROVED AS TO DESCRIPTION

C. N. Smith

APPROVED AS TO FORM

[Signature]  
General Counsel

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By M. J. McLean  
Vice President.

Attest:

Geraldine D. Dollins **SECRET**, Secretary.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI  
County of JACKSON } ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of October A. D. 19 76, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. F. McCLAIN, Vice President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri and Geraldine D. Dollins, Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation. THE KANSAS CITY SOUTHERN RAILWAY COMPANY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

November 30, 1977

My commission expires May 29, 19 79

E. R. Gibbins  
Notary Public.

Quit-Claim Deed

FROM

TO

Entered in Transfer Record in my office this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

County Clerk

STATE OF KANSAS, } ss.  
County, }

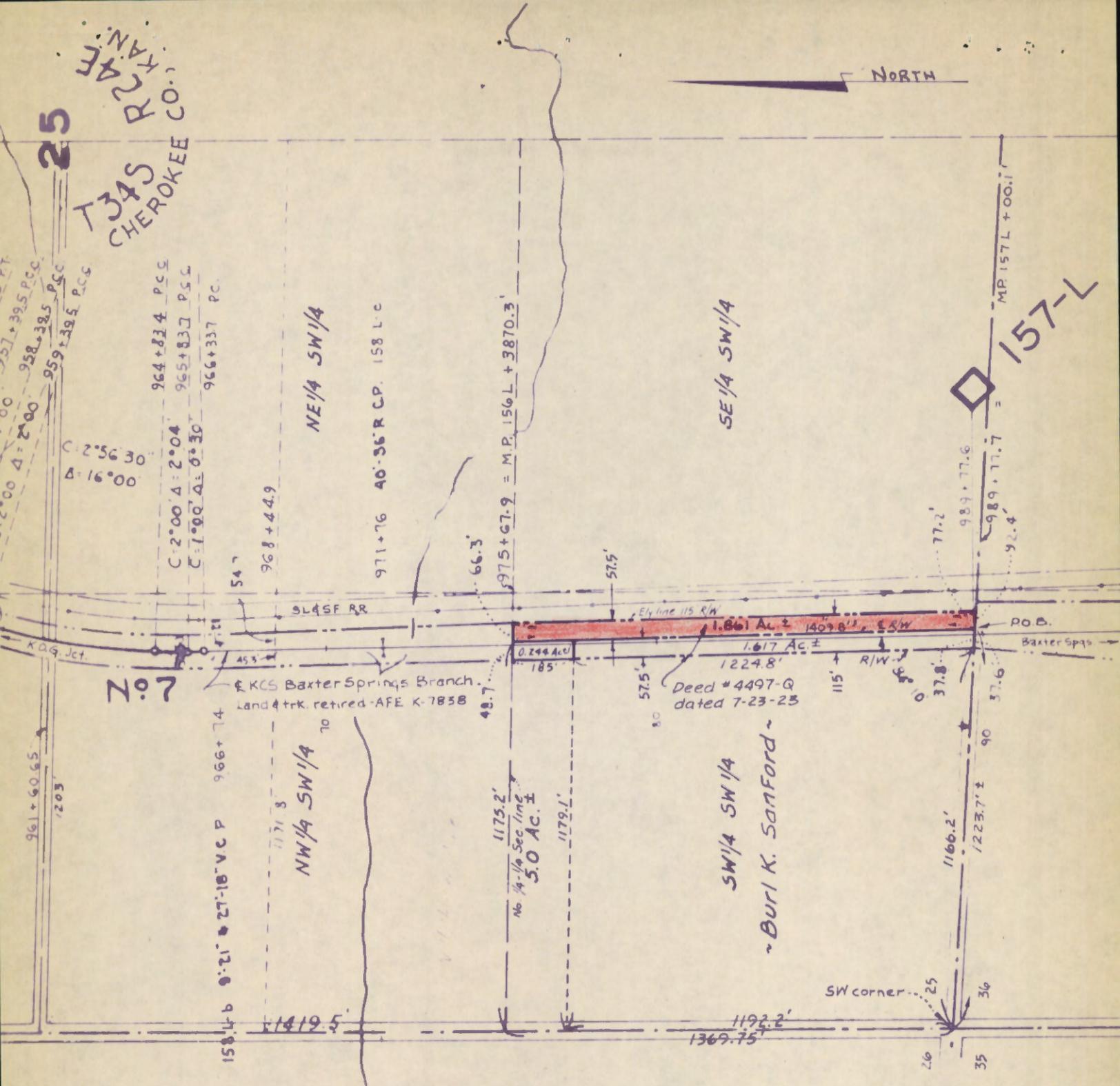
Received for Record on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly Recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at Page \_\_\_\_\_

Register of Deeds.

Fee, \$ \_\_\_\_\_

25  
 T34S R22E  
 CHEROKEE CO. KAN.

NORTH



<b>EXHIBIT "A"</b>		
<b>THE KCS RAILWAY CO.</b>		DRAWN BY <b>MAS</b>
Proposed Quit-Claim of 1.861 Ac. ± of right-of-way on Baxter Springs Branch to Burl K. Sanford, North of <b>BAXTER SPRINGS, KANSAS</b>		CHECKED BY <i>rlp</i>
		DATE <b>10-15-76</b>
		SCALE <b>1" = 400'</b>
	<b>servitron, inc.</b> engineering - construction	SHEET NO <b>1 OF 1</b>
	BATON ROUGE      KANSAS CITY SHREVEPORT	DRAWING NO <b>967-259</b>

RELEASE DEED

THIS INDENTURE, made as of this 18<sup>th</sup> day of January, 1959, between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clair Schroeder of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, re-

corded in the Office of Register of Deeds in the County of Cherokee, State of Kansas, in Book 111, at page 1, and by First Supplemental Inden-

~~ture dated as of the first day of June 1948, recorded in the Office of in the County of State of, in Book, at page~~

and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the

Office of Register of Deeds in the County of Cherokee, State of Kansas

in Book 132, at pages 1-31, for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situated in the County of Cherokee and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

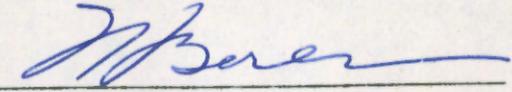
IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clair Schroeder, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and The Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

(Corporate Seal)

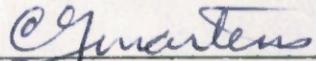
CHEMICAL BANK, as Trustee

ATTEST:

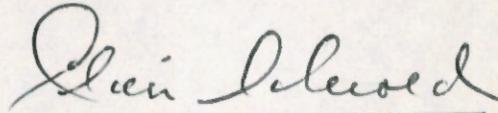
By



TRUST OFFICER



Assistant Secretary



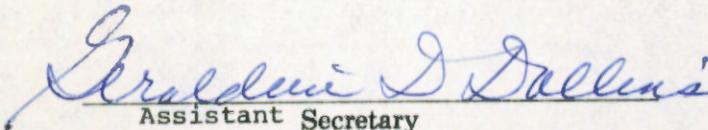
Clair Schroeder, as Trustee

(Corporate Seal)

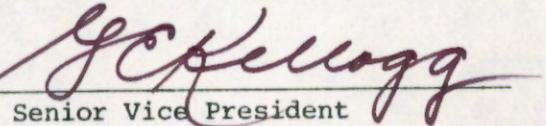
THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY

ATTEST:

By



Assistant Secretary



Senior Vice President

A strip or parcel of land 57.5 feet in width located in, over and across the Southwest quarter of the Southwest quarter of Section 25, Township 34 South, Range 24 East, Cherokee County, Kansas, same said 57.5 feet wide strip being the Easterly half of that certain 115 feet wide right-of-way of The Kansas City Southern Railway Company previously granted to the Missouri, Oklahoma and Gulf Railroad Company from George W. and Laura J. Simpson by deed dated July 23, 1923 and recorded August 7, 1923 in Book 101, Page 506 of the Deed Records of Cherokee County, Kansas, said 57.5 feet wide strip being more particularly described as follows:

Commencing at the Southwest corner of said Section 25, thence East along the South line of said Section 25 a distance of 1223.7 feet, more or less, to a point in a line drawn parallel to and 57.5 feet Westerly as measured perpendicular from the Easterly line of said 115 feet wide right-of-way, said point being the true point of beginning; thence Northerly remaining 57.5 feet perpendicular from and parallel to said Easterly right-of-way line a distance of 1409.8 feet, more or less, to a point in the North line of the Southwest quarter of the Southwest quarter of said Section 25; thence East along said North quarter - quarter Section line to a point in said Easterly right-of-way line; thence Southerly along said Easterly right-of-way line a distance of 1409.8 feet, more or less, to a point in the South line of said Section 25; thence West along said South line of Section 25 to the point of beginning, containing 1.861 Acres, more or less.

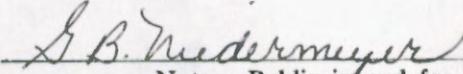
STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 12th day of January, 1977, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared G. E. Kellogg, to me personally known who being by me duly sworn, did depose and say that he resides in Leawood, Kansas, that he is Senior Vice President of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said G. E. Kellogg acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said G. E. Kellogg is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said G. E. Kellogg acknowledged himself to be Senior Vice President of The Kansas City Southern Railway Company, a corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as ; and I do further certify that the said G. E. Kellogg is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Vice Presidents and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said G. E. Kellogg is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said G. E. Kellogg acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires: May 29, 1979

  
Notary Public in and for  
Jackson County, Missouri

STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 12th day of January, 1977, before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clair Schroeder, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires: May 29, 1979

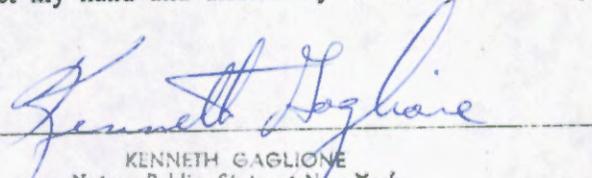
G. B. Guidermeyer  
Notary Public in and for  
Jackson County, Missouri

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, that on the 18<sup>th</sup> day of January, 1977, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared W. H. BERLS to me personally known who being by me duly sworn, did depose and say that he resides at One Emil Court, Huntington, New York 11743, that he is TRUST OFFICER of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said W. H. BERLS acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said W. H. BERLS is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said W. H. BERLS acknowledged himself to be TRUST OFFICER of Chemical Bank, a corporation, and that he, as such TRUST OFFICER, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as TRUST OFFICER; and I do further certify that the said W. H. BERLS is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as TRUST OFFICER and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said W. H. BERLS is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said W. H. BERLS acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

  
KENNETH GAGLIONE  
Notary Public, State of New York  
No. 07-4521578  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires March 30, 1977

Deed No. 4497-MM

:

WARRANTY DEED FOR RIGHT OF WAY  
dated September \_\_\_\_, 1912

FROM:

ADOLPH O. ROSSMAN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-1001 ✓ OK 1000

# WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

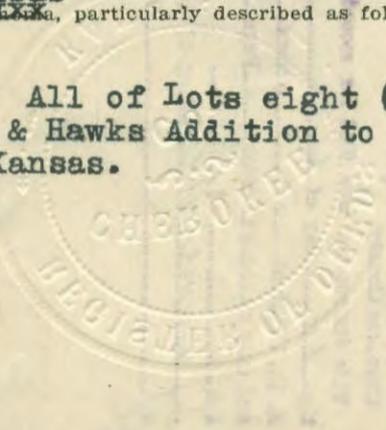
THIS INDENTURE, Made this September day of 1912 A. D. 1912

by and between Adolph O. Rossman  
of Cherokee County, State of Kansas, part.....of the  
first part, and The Missouri, Oklahoma & Gulf Railroad Company,  
a corporation organized under the laws of  
the State of Kansas, party of the second part.

WITNESSETH: That the said party.....of the first part, for and in consideration of the sum of.....  
One hundred and twenty five Dollars, in hand paid, the receipt of which  
is hereby acknowledged, do.....hereby grant, bargain, sell, convey and confirm unto the said party of the second

part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of **Block**  
land..... feet in width, extending over and across Lots 8 to 14 inclusive of 13  
City of Baxter Springs Range..... East, situate in Cherokee County,  
Kansas  
State of Kansas, particularly described as follows, to-wit:

All of Lots eight (8) to fourteen (14) <sup>both</sup> inclusive, Block 13,  
Griswald & Hawks Addition to the City of Baxter Springs, Cherokee  
County, Kansas.



TO HAVE AND TO HOLD the premises hereby conveyed, together with all the improvements thereon and appur-  
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The party.....of the first part as a part of the consideration hereof does hereby waive.....all damages that may re-  
sult to abutting or adjoining property owned or controlled by.....  
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

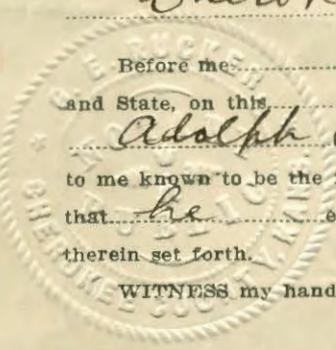
IN WITNESS WHEREOF, the said party.....of the first part ha.....hereunto set.....hand.....and seal.....  
the day and year first above written.

A. O. Rossman (SEAL)  
Mrs. A. O. Rossman (SEAL)

### ACKNOWLEDGMENT.

STATE OF Kansas  
Cherokee County } ss.

Before me..... a Notary Public in and for said County  
and State, on this..... day of September, 191....., personally appeared  
Adolph O. Rossman and.....  
to me known to be the identical person.....who executed the within and foregoing instrument, and acknowledged to me  
that.....executed the same as..... free and voluntary act and deed for the uses and purposes  
therein set forth.



WITNESS my hand and seal as such Notary Public on this..... day of September, 1912

My Commission Expires.....

Mar 18 - 1916

H. E. Kessler  
Notary Public.

7045

Valuation No 12

35 17

*169*  
*L. S. 86 x 13 1/2*

From Station..... To Station.....

# WARRANTY DEED FOR RIGHT OF WAY

FROM

*A. D. Rossman & Wife*

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

*Entered in transfer record  
in my office this 18th day Oct  
1912  
W. H. Sheffer & Co  
19 Emerson Hall*

STATE OF KANSAS, }  
Cherokee County, }

This instrument was filed for record on  
the *14* day of *Oct*

A. D., 19*12* at *2* o'clock *P.*M.  
and duly recorded in Book *78* Page *321*

Fee *1.60*

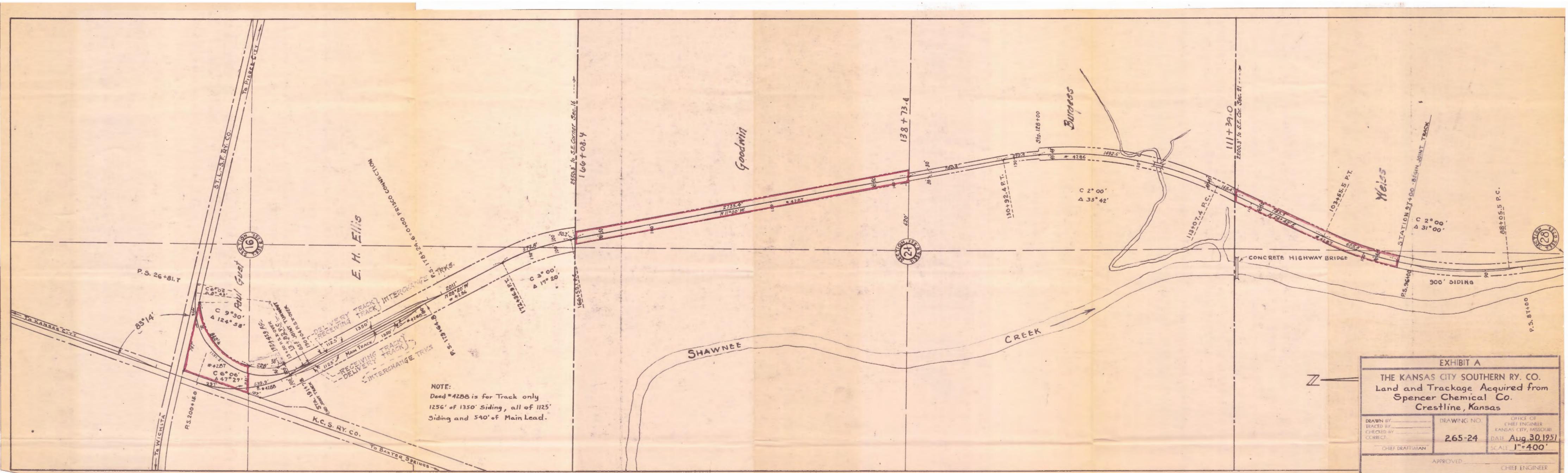
*James H. ...* Reg. of Deeds  
Deputy

*Parcel #45  
map 3-1*

K. O. & G. Deed No. 1296

Phoenix Print, Muskogee, Okla.

*Return to R. Jones  
with all 95 - Muskogee  
only*



NOTE:  
 Deed #4288 is for Track only  
 1256' of 1350' Siding, all of 1125'  
 Siding and 540' of Main Lead.

EXHIBIT A		
THE KANSAS CITY SOUTHERN RY. CO. Land and Trackage Acquired from Spencer Chemical Co. Crestline, Kansas		
DRAWN BY _____	DRAWING NO.	OFFICE OF CHIEF ENGINEER
CHECKED BY _____	265-24	KANSAS CITY, MISSOURI
CORRECT _____		DATE Aug. 30 1951
CHIEF DRAFTSMAN		SCALE 1"=400'
APPROVED _____		CHIEF ENGINEER

Deed 4287

Warranty Deed

Spencer Chemical Company

to

St. Louis-San Francisco Ry. Co.

and

The Kansas City Southern Ry. Co.

Record &  
Return to:

Mr. J. J. Taylor,  
General Tax Commissioner,  
Kansas City Southern Lines,  
114 West Eleventh Street,  
Kansas City 6, Missouri

WARRANTY DEED

THIS INDENTURE made this 12th day of March, A. D., One Thousand Nine Hundred Fifty-one, by and between SPENCER CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of Missouri, "Grantor", and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, "Grantees";

W I T N E S S E T H:

THAT SAID GRANTOR, SPENCER CHEMICAL COMPANY, for and in consideration of the payment by Grantees, share and share alike, of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell, convey, assign, transfer, set-over and warrant unto each of the Grantees, their successors and assigns, ~~an undivided one-half interest in and to the following described tracts and parcels of land, together with all improvements of every kind and character thereon and appurtenances thereto (except those specifically reserved hereinafter), lying, being and situate in Sections 16, 21 and 28, Township 33 South, Range 25 East, in Cherokee County, Kansas, more particularly described as follows,~~ to-wit:

PARCEL NO. 1

A tract of land in the North one-half ( $N\frac{1}{2}$ ) of Section 28, Township 33 South, Range 25 East, 100 feet in width, being 50 feet in width on each side of the following described center line:

Beginning at a point on the north line of said Section 28, 2200.3 feet west of the northeast corner of said Section; thence south  $24^{\circ}42'$  west, 783.5 feet to a point of tangency of a curve; thence continuing in a southerly direction on a curve to the left with a radius of 2864.93 feet, 655.5 feet to a point designated as Survey Station 97; the total area of land conveyed being three and three-tenths (3.3) acres more or less.

PARCEL NO. 2

A tract of land 100 feet wide, same being 50 feet on each side of the following described center line:

Beginning at a point in the north line of Section 21, Township 33 South, Range 25 East, Cherokee County, Kansas, 2550.3 feet west of the northeast corner of Section 21; thence in a straight line in a southerly direction 2735.4 feet to a point on the south line of the Northeast quarter ( $NE\frac{1}{4}$ ) of Section 21, 620.0 feet east of the center of said section; the total area of land conveyed being six and twenty-eight one hundredths (6.28) acres more or less; mineral rights in and to said above described real property being hereby reserved and excepted from this conveyance.

PARCEL NO. 3

All that portion of the East one-half ( $E\frac{1}{2}$ ) of the northwest quarter ( $NW\frac{1}{4}$ ) of said Section 16, lying south of the south right of way line of the St. Louis-San Francisco Railway Company's Neodesha-Monett Branch Line and east of the east right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch Line and west of a line described as follows:

Commencing at a point on the south line of the northwest quarter ( $NW\frac{1}{4}$ ) of said Section 16, 231.0 feet due east of the east right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch Line; thence in a northeasterly direction on a curve to the right whose radius is 553.8 feet, 862.0 feet, more or less, to a point on the south right of way line of the St. Louis-San Francisco Railway Company's Neodesha-Monett Branch Line, 747.0 feet easterly from the east right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch Line at its point of intersection with said south right of way line of said St. Louis-San Francisco Railway Company's Neodesha-Monett Branch Line; the total area of land conveyed being four and eight tenths (4.8) acres, more or less.

Excepting and reserving from said Parcel No. 3, the following described railroad track and track facilities and appurtenances (including, but not limited to, telephone and telegraph lines), together with the right of the St. Louis-San Francisco Railway Company, its successors and assigns, to own, maintain, repair and operate over the same and to remove same when they are abandoned for railroad use:

672 feet of railroad track and track facilities located on said Parcel No. 3, being a portion of the 2682-foot St. Louis-San Francisco Railway Company's

connection extending from the south to the north line of said parcel and being 50 feet west of and parallel to the east line of said Parcel.

Also excepting and reserving from said Parcel No. 3, the following described railroad track and track facilities and appurtenances (including, but not limited to, telephone and telegraph lines), together with the right of The Kansas City Southern Railway Company, its successors and assigns, to own, maintain, repair and operate over the same and to remove the same when they are abandoned for railroad use:

121 feet of railroad track and track facilities located on said Parcel No. 3, being a part of The Kansas City Southern Railway Company's 837-foot portion of main lead to Spencer Chemical Company plant, extending from a point in the south line of said northwest quarter of Section 16, 48 feet, more or less, east of its intersection with the east line of the right of way of The Kansas City Southern Railway Company's Baxter Springs Branch Line, in a northwesterly direction on a 6°06' curve to the right for a distance of 121 feet to a point in said east right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch Line 129 feet northeasterly along same from its intersection with the south line of said northwest quarter (NW $\frac{1}{4}$ ) of Section 16.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto unto said Grantees, their successors and assigns, forever. And said Spencer Chemical Company for itself, its successors and assigns, does hereby covenant, promise and agree to and with said Grantees, and each of them, that at the delivery of these presents, said Grantor is lawfully seized, in its own right, of an absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever, and that said Spencer Chemical Company will warrant and forever defend the title herein granted unto the said Grantees, and each of them, their respective successors and assigns, against said Grantor, its successors and assigns, and

all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, said Grantor, Spencer Chemical Company, has hereunto caused this deed to be signed on its behalf by its Vice President, thereunto duly authorized so to do, and to be attested by its <sup>asst</sup> Secretary, and has caused its corporate seal to be hereunto affixed the day and year first above written.

SPENCER CHEMICAL COMPANY

By John P. Miller Vice President

ATTEST:

E. V. Friedrich  
Asst Secretary

APPROVED AS TO EXECUTION  
E. V. Salisbury

STATE OF MISSOURI }  
COUNTY OF JACKSON } SS



BE IT REMEMBERED that on this 17th day of March, A.D., 1951, before me the undersigned, a notary public in and for the County and State aforesaid, came John P. Miller, Vice President of the SPENCER CHEMICAL COMPANY, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and E. V. Friedrich, asst Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation, Spencer Chemical Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Edward D. Hansen  
Notary Public within and for  
Jackson County, Missouri.

My commission expires: July 25, 1953

B 4-281  
B 4-274  
B 4-269

(ORIGINAL COMPARED WITH RECORD)

- COPIED ✓
- DIRECT ✓
- INDIRECT ✓
- NUMERICAL ✓

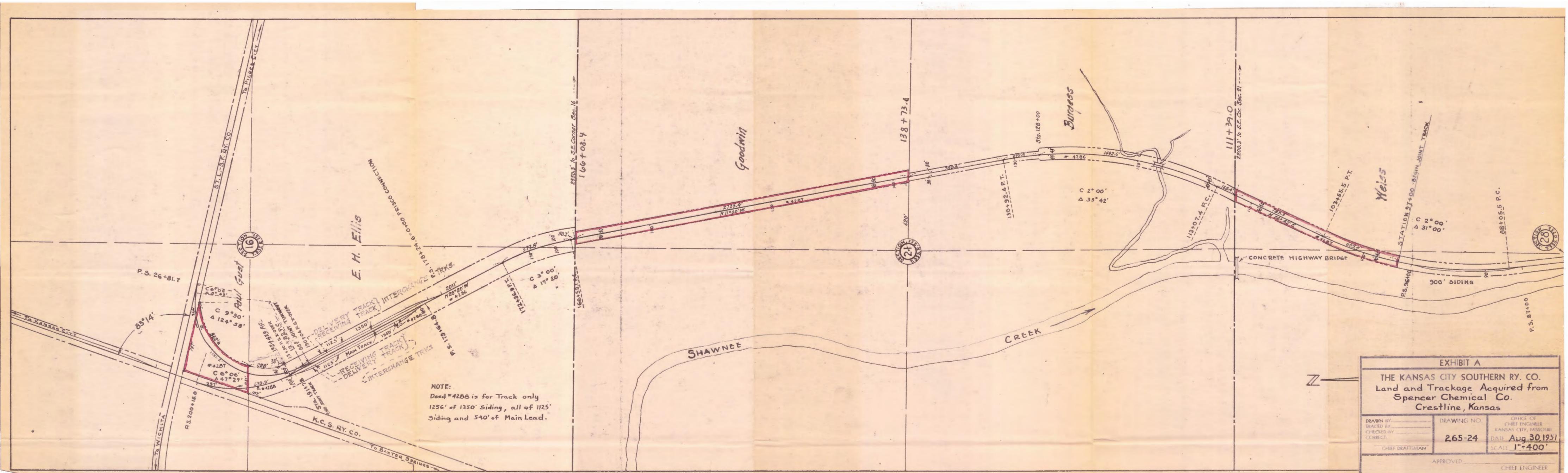
**Entered in Transfer Record**  
 by office this 1st day of May A. D. 1951  
51  
Fred Winters  
**County Clerk** L. M.

State of Kansas, Cherokee County, Kas:  
 This instrument was filed for record on  
 the 1 day of May A. D. 1951  
 at 11:10 o'clock A. M. and duly recorded  
 in Book 153 Page 103 264-65

Minnie Doughty  
 Register of Deeds

\_\_\_\_\_  
 Deputy

BE IT REMEMBERED that on this day of \_\_\_\_\_ A. D. 1951,



NOTE:  
 Deed #4288 is for Track only  
 1256' of 1350' Siding, all of 1125'  
 Siding and 540' of Main Lead.

EXHIBIT A		
THE KANSAS CITY SOUTHERN RY. CO. Land and Trackage Acquired from Spencer Chemical Co. Crestline, Kansas		
DRAWN BY _____	DRAWING NO.	OFFICE OF CHIEF ENGINEER
CHECKED BY _____	265-24	KANSAS CITY, MISSOURI
CORRECT _____		DATE Aug. 30 1951
CHIEF DRAFTSMAN		SCALE 1"=400'
APPROVED _____		CHIEF ENGINEER

Deed No. 4286

Right-of-way Deed

Spencer Chemical Company

to

St. Louis-San Francisco Ry. Co.  
and  
The Kansas City Southern Railway Co.

A 3850

RIGHT OF WAY DEED

THIS INDENTURE made on this 12th day of March, A.D., 1951, by and between SPENCER CHEMICAL COMPANY, a Missouri corporation, "Grantor", and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation, and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, "Grantees".

W I T N E S S E T H:

That said Grantor, Spencer Chemical Company, for and in consideration of the payment by Grantees, share and share alike, of the sum of ONE HUNDRED AND NO/100- - - - - (\$100.00) DOLLARS, and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell, convey, assign, transfer, set-over, and warrant unto each of the Grantees, their successors and assigns, an undivided one-half interest in and to a right-of-way for railroad tracks and track facilities constructed and to be constructed on, over and across the following described parcels of land, together with all appurtenances, roadbeds, ballast, ties, switches, bridges, culverts, telephone and telegraph lines and poles thereunto belonging, or located thereon, lying, being and situate in Sections 16 and 21, Township 33 South, Range 25 East, in Cherokee County, Kansas, and more particularly described as follows, to-wit:

Tract No. 1

An easement on and over the surface of a strip of land for the construction, maintenance and operation thereon of a single-track railroad and such private telephone and telegraph lines as shall be necessary for the operation thereof, said strip of land being located in the southeast quarter (SE $\frac{1}{4}$ ) of Section 21, Township 33 South, Range 25 East, Cherokee County, Kansas, and described as follows:

A strip 60 feet in width, being 30 feet measured at right angles on each side of a center line commencing at a point 620 feet due east of the center of Section 21, Township 33 South, Range 25 East, said point being on the north boundary line of the southeast quarter (SE $\frac{1}{4}$ ) of said Section 21; thence South 11<sup>00</sup>' East a distance of 780.6 feet to a point on tangency of a curve; thence on a curve to the southwest whose radius is 2,864.93 feet a distance of 292.4 feet to Survey Station 12870, and extending south from said Station said strip

shall be 90 feet in width, being 45 feet measured at right angles on each side of said center continuing south from Station 12840, on the same curve to the southwest a distance of 1,492.6 feet, to the point of curve; thence on tangent South  $24^{\circ}27'$  West, a distance of 168.4 feet to a point on the south boundary line of said southeast quarter (SE $\frac{1}{4}$ ) of Section 21, 2200.3 feet west of the southeast corner of said Section 21; said strip containing in all four and ninety-one hundredths (4.91) acres, more or less.

Said easement is granted upon and under and subject to the following conditions, each of which Grantees, their successors and assigns, by acceptance of this instrument and entry upon said easement, hereby covenant and agree to keep and perform.

1. Said easement is only for the construction, maintenance and operation thereon by Grantees, their successors or assigns, of a single-track railroad and such private telephone or telegraph line as shall be necessary for the operation thereof.

2. Said railroad shall be maintained and operated by Grantees, their successors and assigns, on the center line of the aforesaid easement strip and on the existing grades and three-panel trestle and without changing or interfering with any natural water course, except as has already been done by Grantor, which change of water course shall be so maintained as not to increase erosion or flooding of land outside the easement strip. Said easement strip shall be kept fenced by Grantees, their successors and assigns, with a fence of four strands of taut barbed wire on steel posts, and the slopes of all track grades shall be kept seeded to grass and, together with the remainder of the strip, mowed by Grantees, their successors and assigns.

3. Grantees, their successors and assigns, at their expense, will construct and maintain, at locations designated by Grantor, two farm crossings, each not less than twenty feet wide, extending across said easement strip and railroad at grade, together with gates in the aforesaid fences, in proper condition for the safe and convenient crossing thereof by livestock, vehicles and farm machinery.

4. All lead, zinc, coal, other minerals, oil and gases, underlying the easement strip are hereby excepted and reserved to the owners of the fee simple title to said land, their heirs and assigns, with the full and free right in them at any time to mine, extract and remove the same, without, however, impairing the use of the surface of said easement for the purposes aforesaid.

5. All taxes and assessments levied by any authority upon said easement strip, and on or by reason of said railroad or any property of Grantees, their successors or assigns, thereon, shall be promptly paid by Grantees, their successors or assigns, and if said easement strip is taxed or assessed as part of said Southeast Quarter of Section 21, the owners of the fee simple title to said land, their heirs or assigns, may apportion such tax or assessment and thereupon the portion thereof allocable to said easement strip and railroad shall be paid by Grantees, their successors or assigns.

6. The easement hereby granted shall continue so long as the same is used for a railroad as aforesaid, and if Grantees, their successors or assigns, shall at any time abandon, or change such use of said easement, or fail to keep any of the covenants and conditions herein contained on their part to be kept and performed, said easement shall thereupon be forfeited, terminate and revert free and clear to the owners of the fee simple title to said land, their heirs or assigns, and in such event Grantees, their successors or assigns, at their expense, shall remove from said easement strip all track material, pole line material, fences and trestles thereon.

Tract No. 2

A right-of-way to construct or reconstruct, renew, maintain, inspect, alter, repair and remove railroad tracks and do and perform all acts and things necessary to the construction and maintenance of railroad tracks specifically including, but not limited to, the erection of telegraph poles and lines together with the cutting of such grades and the filling of low levels as will be necessary to maintain track levels over, across and through the

following two parcels of land in the South one-half (S $\frac{1}{2}$ ) of Section 16, Township 33 South, Range 25 East, Cherokee County, Kansas, described as follows:

Parcel (1):

A strip of land 200.0 feet wide, same being 100.0 feet on each side of center line of the railway track, the said center line being described as follows:

Beginning at a point in the south line of said Section 16, 2550.3 feet west of the southeast corner of said Section 16; thence from said point north 11<sup>00</sup>' west 50.7 feet to a point of curve; thence continuing in a northwesterly direction on a curve to the left whose radius is 1910.08 feet, 577.8 feet to the point of tangency of the curve; thence north 28<sup>20</sup>' west, 2011.0 feet.

Parcel (2):

Also, a parcel of land described as follows:

Beginning at the point at the north end of the center line of Parcel (1) above described, from thence running north 61<sup>04</sup>' east a distance of 100.0 feet; thence 90<sup>0</sup> left in a northwesterly direction a distance of 58.0 feet; thence northeasterly on a curve to the right with a radius of 553.8 feet a distance of 228.0 feet to a point on the north line of the southwest quarter (SW $\frac{1}{4}$ ) of said Section 16, 231.0 feet due east from the easterly right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch; thence West along the north line of said southwest quarter (SW $\frac{1}{4}$ ) of said Section 16, 231.0 feet to the easterly right-of-way line of said The Kansas City Southern Railway Company's Baxter Springs Branch; thence southwesterly on said easterly right-of-way line of said The Kansas City Southern Railway Company's Baxter Springs Branch a distance of 107.0 feet, more or less; thence southeasterly on a curve to the left having a radius of 1039.7 feet to a point 100.0 feet from the point of beginning; thence on a radial line of said curve north 61<sup>04</sup>' east 100.0 feet to the point of beginning; said parcel of land containing thirteen and seven tenths (13.7) acres, more or less.

Reserving from the said parcels the mineral rights thereon and subject to an easement of record heretofore granted The Kansas City Southern Railway Company.

Excepting and reserving from said Parcels (1) and (2) the following described railroad track and track facilities and appurtenances (including, but not limited to, telephone and telegraph lines), together with the right of The Kansas City Southern Railway Company, its successors and assigns, to own, maintain, repair and operate over the same and to remove same when they are abandoned for railroad use:

(a) 419 feet of 837-foot The Kansas City Southern Railway Company portion of main lead. Beginning

at Station 191<sup>7</sup>/<sub>8</sub>, being the division point between The Kansas City Southern Railway Company owned portion and jointly owned portion of main lead, and being 2569.6 feet northwesterly along the center line of main track described under Parcel (1) of Tract No. 2 above, from its beginning in the south line of Section 16; thence continuing northwesterly along the course of said main track center line (North 28°20' West) for a distance of 69.9 feet to a point of curve at Station 192<sup>4</sup>/<sub>7.9</sub>; thence on a 6°06' curve to the right for a distance of 349.1 feet to an intersection with the east and west center line of Section 16, 47 feet more or less east of its intersection with the easterly right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch.

(b) 1256 feet of 1350-foot Kansas City Southern Railway Company Siding. Starting at a point of switch at Station 179<sup>6</sup>/<sub>4.9</sub>, being 1356.5 feet northwesterly along the center line of main track described under Parcel (1) of Tract No. 2 above, from its beginning in the south line of Section 16; thence northwesterly through a No. 8 turnout to the left for a distance of 94 feet more or less to the end of switch ties in said No. 8 turnout and the point of beginning of 1256 feet of track hereby described; thence continuing in a northwesterly direction, becoming and running parallel to said main track and The Kansas City Southern Railway Company Connection center lines at a distance of 14 feet southwesterly therefrom, for a distance of 1256 feet to the point of switch of a No. 8 turnout in said The Kansas City Southern Railway Company Connection at Station 193<sup>1</sup>/<sub>4.9</sub>.

(c) 1125-foot Connected Siding. Beginning at a point of switch in above described 1350-foot The Kansas City Southern Railway Company Siding, 112.5 feet northwesterly along same from its point of switch at Station 179<sup>6</sup>/<sub>4.9</sub> in main track; thence northwesterly through a No. 8 turnout to the left, becoming and running parallel to the center line of said 1350-foot The Kansas City Southern Railway Company siding at a distance of 14 feet southwesterly therefrom, for a distance of 1125 feet to the point of switch of a No. 8 turnout in said 1350-foot The Kansas City Southern Railway Company Siding.

Excepting and reserving from said Parcels (1) and (2), the following described railroad track and track facilities and appurtenances (including, but not limited to, telephone and telegraph lines), together with the right of the St. Louis-San Francisco Railway Company, its successors and assigns, to own, maintain, repair and operate over the same and to remove same when they are abandoned for railroad use:

(a) 1650 feet of 2682-foot St. Louis-San Francisco Railway Company Connection. Starting at a point of switch at Station 178<sup>2</sup>/<sub>22.9</sub>, being 1214.5 feet northwesterly along the center line of main track described under Parcel (1) of Tract No. 2 above, from its

beginning in the south line of Section 16; thence northwesterly through a No. 8 turnout to the right for a distance of 94 feet more or less to the end of switch ties in said No. 8 turnout and the point of beginning of 1650-foot of track hereby described; thence continuing in a northwesterly direction, becoming and running parallel to said main track center line at a distance of 14 feet northeasterly therefrom for a distance of 1189 feet to a point of curve; thence on a 90°30' curve to the right for a distance of 461 feet more or less to an intersection with the east and west center line of Section 16, 179 feet more or less east of its intersection with the easterly right of way line of The Kansas City Southern Railway Company's Baxter Springs Branch.

(b) 1125-foot Connected Siding. Beginning at a point of switch in above described St. Louis-San Francisco Railway Company Connection, 112.5 feet northwesterly along same from its point of switch at Station 178/22.9 in main track; thence northwesterly through a No. 8 turnout to the right, becoming and running parallel to the center line of said St. Louis-San Francisco Railway Company Connection at a distance of 14 feet northeasterly therefrom, for a distance of 1125 feet to a point of switch in said St. Louis-San Francisco Railway Company Connection.

(c) The Northerly 85.5 feet of following described 171-foot Crossover.

Beginning at a point of switch at Station 190/01.9, being 2393.5 feet northwesterly along the center line of main track described under Parcel (1) of Tract No. 2 above, from its beginning in the south line of Section 16; thence northwesterly through two No. 8 turnouts to a point of switch in above described St. Louis-San Francisco Railway Company Connection at a point 1350 feet northwesterly along same from its point of switch in main track at Station 178/22.9.

TO HAVE AND TO HOLD, all and singular, the above-described railroad right-of-way and property, together with all and singular the railroad tracks and track facilities and appurtenances thereunto belonging, or in anywise appertaining thereto, unto the said Grantees, their successors and assigns, so long as the same are used for railroad purposes. And said Grantor for itself, its successors and assigns, does hereby covenant, promise and agree to and with said Grantees, and each of them, that, at the delivery of these presents, said Grantor is lawfully seized in its own right of full title in and to said right-of-way for railroad tracks (except as hereinabove

limited and restricted), together with the railroad tracks and track facilities and appurtenances aforesaid; that the same are free and clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever; and that said Grantor will warrant and forever defend the title herein granted unto the said Grantees, and each of them, their respective successors and assigns, against said Grantor, its successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same; provided, however, that if said Grantees, their successors or assigns, shall permanently cease to maintain and operate over all or any portion of the tracks on said right-of-way, the rights herein granted shall cease and determine as to such portion of said right-of-way, which said Grantees, their successors or assigns, shall have permanently ceased to maintain and operate over, and title in and to such portion of said right-of-way shall revert to Grantor, or to the present owners of the fee simple title in and to the property hereinbefore described, their successors or assigns, and Grantees, their successors or assigns, shall have the right to take up and remove said tracks and track facilities and may enter upon the premises for that purpose, said right being hereby expressly granted.

IN WITNESS WHEREOF, said Grantor, Spencer Chemical Company, has hereunto caused this deed to be signed on its behalf by its Vice President, thereunto duly authorized so to do, and to be attested by its <sup>Asst</sup> Secretary, and has caused its corporate seal to be hereunto affixed the day and year first above written.

SPENCER CHEMICAL COMPANY

By *John Shuller*  
Vice President

ATTEST:

*E. V. Kradick*  
Asst Secretary.

APPROVED AS TO CORRECTNESS

*E. J. Schuchman*



STATE OF MISSOURI }  
COUNTY OF JACKSON } SS

BE IT REMEMBERED that on this 12th day of March, A.D., 1951, before me the undersigned, a notary public in and for the County and State aforesaid, came John P. Miller, Vice President of the Spencer Chemical Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and E.V. Fiedrich, ass't, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation, Spencer Chemical Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Edward D. Hansen  
Notary Public within and for the  
above County and State.

My commission expires:

July 25, 1953

NUMBER  
INDEXED  
DIRECT  
COPIED



Deputy

*Merrill & Company*  
Register of Deeds

This instrument was filed for record on the 1 day of May A. D. 1951 at 11:10 o'clock A. M. and duly recorded in Book 153 Page 270-271-272.

State of Kansas, Cherokee County, Kas.

Entered in Transfer Report  
in my office this 1st  
day of May A. D.  
19 51.

*Fred Winter*  
County Clerk

*L. W. [Signature]*

COPIED ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓

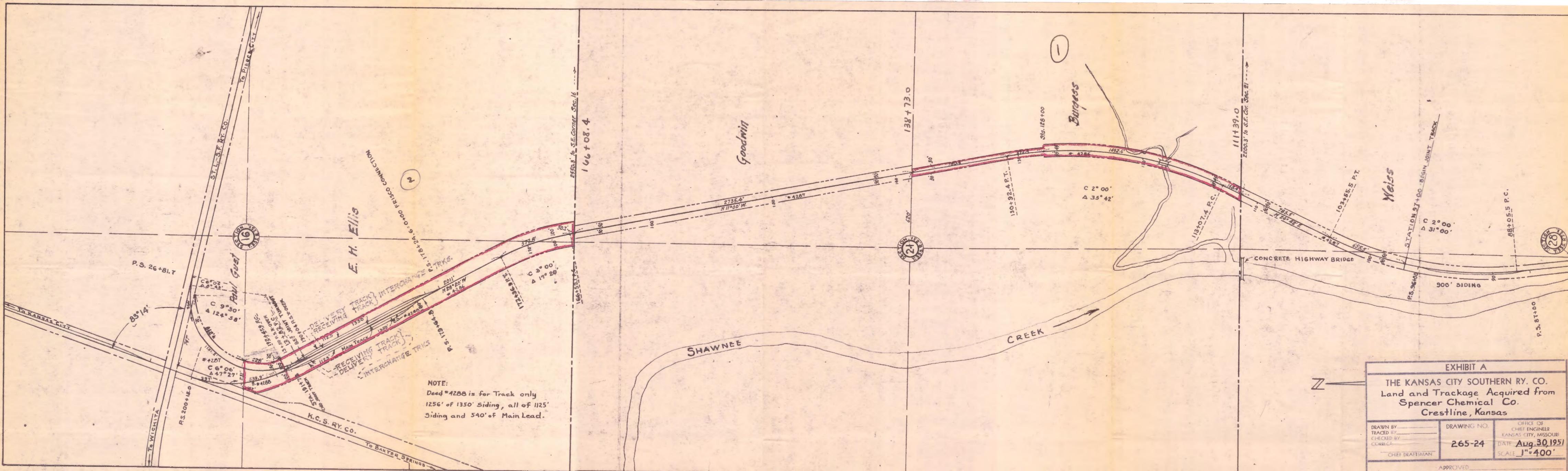
ORIGINAL COMPARED WITH RECORD

B3-269  
B4-269

B3-274

NOTICE: THE COUNTY CLERK'S OFFICE IS NOT RESPONSIBLE FOR THE LOSS OF ORIGINAL RECORDS.

CHEROKEE COUNTY PUBLIC UTILITIES DEPARTMENT



NOTE:  
 Deed #4288 is for Track only  
 1256' of 1350' Siding, all of 1125'  
 Siding and 540' of Main Lead.

EXHIBIT A		
THE KANSAS CITY SOUTHERN RY. CO. Land and Trackage Acquired from Spencer Chemical Co. Crestline, Kansas		
DRAWN BY _____	DRAWING NO. 265-24	OFFICE OF CHIEF ENGINEER KANSAS CITY, MISSOURI
CHECKED BY _____	DATE Aug. 30, 1951	SCALE 1"=400'
CORRECT _____		
CHIEF DRAFTSMAN _____	APPROVED _____	

Deed N: 3560

Land Retired under  
Act 4304

Act 11312

Deed N: 3560

**POSTED**

ON Prng 1069.3

BY

Pro 1547 (App on hand)  
HEO

DATE

5-21-24

RIGHT-OF-WAY DEED.

THIS INSTRUMENT, made this 22 day of December, 1923, by and between CHANUTE SPALTER COMPANY, a corporation organized under the laws of the State of Missouri, herein called the grantor, and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation organized under the laws of the State of Missouri, herein called the grantee, WITNESSETH:

THAT the said grantor, in consideration of the sum of One Dollar (\$1.00) to it paid, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto said grantee, for use as railroad right-of-way, the following described lands, lying and being in the County of Cherokee, State of Kansas, to-wit:

A strip of land sixty (60) feet in width along the west side of Section Fifteen (15), Township Thirty-three (33) South, Range Twenty-five (25) East, being thirty (30) feet on each side of a center line of said proposed spur track of The Kansas City Southern Railway, the west side thereof being coincident with the east line of the public road running along the west side of said Section Fifteen (15), and extending from the south line of said Section Fifteen (15) northward 1810.4 feet to the beginning of an eight degree curve on said center line, thence along said curve in a northwesterly direction to the west line of said Section Fifteen (15) and including all land in Section Fifteen (15) above mentioned within thirty (30) feet of said center line along said curve, the length of said curve in Section Fifteen (15) being 277 feet, more or less, said strip of land containing 2.77 acres, more or less, and the south 990 feet of said right-of-way being over and across the Townsite of Pershing, and particularly lots 112 to 114, inclusive, and lots 131 to 144, inclusive; subject, however, to contract for mining lease executed to F. W. Woods, of Colorado Springs, dated January 24, 1922, covering 30 acres of the southwest quarter of the southwest quarter of said Section Fifteen (15), and also subject to mining lease executed to O. W. Sparks, of Galena, Kansas, dated December 6, 1923, covering the north half of the north half of the southwest quarter of the southwest quarter and the northwest quarter of the southwest quarter, all in said Section Fifteen (15), and also subject to written permission, dated April 20, 1923, given to Interstate Zinc Lead Company, a corporation, to build a surface tramway across the northwest quarter of the southwest quarter of said Section Fifteen (15).

The grantor excepts and reserves from this conveyance, for itself, its lessees, successors and assigns, all oil, gas, lead, zinc, coal and any other minerals under said premises, together with the exclusive right to mine and remove the same to the same extent as if this grant had not been made, including specifically the right to mine to such extent as may cause the subsidence, caving in or letting down of said right-of-way, and also including specifically the right to put down drill holes, sink shafts or erect structures on said land beyond the ordinary clearance distance of a railroad track thereon, and grantor also excepts and reserves for itself, its lessees, successors and assigns, the exclusive right to pass under said premises by subterranean passage or passages in order to mine and remove said lead, zinc, coal or any other minerals, or in order to mine and remove lead, zinc, coal, or any other minerals under other lands.

And in case the surface of said land subsides, caves or falls in, as the result of mining for lead, zinc, coal, or any other minerals under said lands, or under other lands, or as a result of said subterranean passage or passages, the grantor reserves the right, for itself, its lessees, successors or assigns, to enter upon the surface of said land for the purpose of diking or ditching around the same so as to prevent water from entering its mines through said subsidence, caving or falling in, and the said grantee, for itself, its successors and assigns, hereby releases and discharges the said grantor, its lessees, successors and assigns, as a part of the consideration for this grant, from all liability for injury or damage to the surface of said land or to such buildings, tracks, or improvements that may be placed thereon, or to any engines, cars, or equipment that may be on or passing over said land, or for injury or damage done to property of others placed on said land by grantee, its successors or assigns, or for injury done to or suffered by any servants, agents, employees or passengers of said grantee, its successors or assigns, or for any other or different damage or injury to said premises, road-bed, property or persons, in consequence of the exercise of any of the rights herein reserved and excepted, and the said grantee, for itself, its licensees, successors and assigns, hereby waives any and all right it or they may have to the support of the surface of said lands, and agrees to hold the said grantor, its lessees, successors and assigns, free and harmless against any and all claims for injury or damage to or suffered by the said grantee, its licensees, successors, assigns, servants, agents, employees, shippers or passengers, in consequence of or as a result of the exercise of any of the rights herein reserved and excepted.

If at any time the said grantee, its successors or assigns, shall cease to use said lands for purposes of railroad right-of-way, then thereupon this grant shall become null and void, and the same lands shall revert to grantor or its successors and assigns.

TO HAVE AND TO HOLD THE SAME, for the purposes and for time herein designated, unto the said grantee, its successors and assigns.

IN WITNESS WHEREOF, the said grantor has caused its name to be hereunto subscribed by its Vice-President, and its seal affixed hereto, attested by its Secretary, this 22 day of December, 1923.

CHANUTE SPELTER COMPANY

By D. F. Jolley  
Vice-President.

Attest:

[Signature]  
Secretary.



STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF JASPER )

On this 22 day of December, 1923, before me, a Notary Public in and for the said County and State, appeared D. F. Haley, Vice-President of Chanute Spelter Company, a Missouri corporation, to me personally known to be the same person who executed the foregoing instrument of writing for and on behalf of said Chanute Spelter Company, and he duly acknowledged the execution of the same as and for the act of said corporation, duly authorized by its Board of Directors, and that the seal affixed thereto is the common seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

*Viola Goodman*  
Notary Public.

My commission expires Sept. 15, 1925

*Handwritten notes and signatures in the right margin, including a circular notary seal.*

*Vertical handwritten notes on the left margin.*

NUMERICAL   
INDIRECT   
DIRECT   
COPIED

*Vertical handwritten notes and a circular notary seal in the bottom right corner.*

Original compared with record

Right of Way Deed

Chamite Spelley

To

Kansas City Southern  
Railway Co

COPIED ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓

Entered in Transfer  
Records in my office  
this 7 day of February  
1924.

E. R. Patton  
County Clerk  
By Louise Spencer

State of Kansas, Cherokee County, ss.  
This instrument was filed for record on  
the 7 day of Jan. A.D. 1924.  
at 8 o'clock P. M., and duly recorded  
in Book 101 Page 618. Fee \$.....

Lora Whitmore  
Register of Deeds



CHANUTE SPELTER CO.

UNDERWRITERS NEW SHAFT

Sparks Shaft  
1'x2' Wood Box under Private Road 20

2110112  
1810.4

3 Phase Power Line

Panel Frame Bridge on Concrete 15'



INTERSTATE No. 1

To Dodge 2 miles

30+63 P.C.  
32+68 & P.T.

N.

30+94.3

2 Panel Frame Bridge on Concrete

Slough

Stone



2'x3' Conc. Box

INTEREST  
J.H. Ellis et al.  
S.C. Mc Bee et al. Lessees.

B.F. Phillips.

Phillips et al Lessees

83 1/4'

498+27

499+22

500

505+00

506+25

510

520

530

540

550

560

570

580

590

600

610

620

630

640

650

660

670

680

690

700

710

720

730

740

750

760

770

780

790

800

334+24 Poles  
Deed # 3496

0+00 P.S.  
1'S. Δ 1°12'  
1420 P.C.

2°01' C. Δ 16°43'  
419°07'

9+88.9 E.C.  
1'S. Δ 1°12'  
10+689 P.T.

2 S.F. (old)  
Deed # 3475  
S.A. Stuckey.

Deed No. 4497-BB

WARRANTY DEED FOR RIGHT OF WAY  
dated October 22, 1912

FROM:

MRS. HATTIE E. GOODWIN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

OK. 2008

# WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 22<sup>nd</sup> day of October A. D. 1912  
by and between Mr Hattie E Goodwin  
of Cherokee County, State of ~~Oklahoma~~, part of the  
The Missouri, Oklahoma & Gulf Railroad Company,  
first part, and ~~THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY~~, a corporation organized under the laws  
of the State of Kansas, party of the second part.

WITNESSETH: That the said part of the first part, for and in consideration of the sum of Twenty \$ 20.00 Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of land Lot 6, Block 4 of the City of Baxter Springs Section            Township            Range            East, situate in Cherokee County, State of ~~Oklahoma~~ Kansas particularly described as follows, to-wit:

All that portion of Lot 6, Block 4, Brewster's First Addition to the City of Baxter Springs, Cherokee County, Kansas, more particularly described as follows: Beginning at the northwest corner of said lot; running thence east along the north line thereof a distance of about 19 feet to a point, said point lying on the easterly side of and 50 feet distant from, measured at right angles, to the center line of the Missouri, Oklahoma & Gulf Railroad; running thence southerly and parallel to said center line a distance of about 41 feet to the intersection of said line with the south line of said lot; thence west along said south line a distance of about 17 feet to the southwest corner of said lot; thence north along the west line of said lot a distance of 40 feet to place of beginning.

0.017 Ac

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appurtenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The part of the first part as a part of the consideration hereof does hereby waive all damages that may result to abutting or adjoining property owned or controlled by her caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Mr Hattie E Goodwin (SEAL)  
\_\_\_\_\_  
(SEAL)

### ACKNOWLEDGMENT.

STATE OF Kansas  
Cherokee County } ss.

Before me G E Rucker a Notary Public in and for said County and State, on this 22<sup>nd</sup> day of October, 1912, personally appeared Mr Hattie E Goodwin and Theresa H Goodwin to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on this 22<sup>nd</sup> day of October, 1912  
G E Rucker  
Notary Public.

My Commission Expires Mar 18<sup>th</sup> 1916

Valuation No. 19<sup>10</sup>

7

Lib-134 - Brewster

3ek-4 - Parcel 16

From Station ..... To Station .....

# WARRANTY DEED FOR RIGHT OF WAY

FROM

Hattie C Goodwin <sup>Widow</sup>

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

*1207<sup>10</sup>*  
*Entered in 2d Record Book 23 vol*  
*Nov 1812 - J. H. Whipple & Co*  
*4 E. main third 17*  
Lot 6 Block 4

STATE OF KANSAS, }  
Cherokee County, } ss:

This instrument was filed for record on  
the 22 day of November  
A. D., 1912 at 8 o'clock A.M.  
and duly recorded in Book 78 Page 228  
Fee 1.00  
By James A. Orr Reg. of Deeds

*with bill 110*

Returns to E R Jones

THE BOWMAN PRESS - MUSKOGEE

Box 1445  
K. O. & G. Deed No. 1299  
Parcel #16

Roll No<sup>th</sup> 216 June 1973



Decd No: 3464



# Kansas Warranty Deed

This Indenture, Made this 11<sup>th</sup> day of June A. D., One Thousand

Nine Hundred Twenty Three by and between Naoma Cory and James A. Cory, her husband,

of Cherokee County, in the State of Kansas, parties of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~of~~ ~~Cherokee~~ ~~County~~ ~~in~~ ~~the~~ ~~State~~ ~~of~~ ~~Kansas~~ party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of EIGHTY SEVEN AND 50/100-----DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and successors

Convey unto the said party of the second part, its/ ~~heirs~~ and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

That portion of a 100 foot strip of land lying 50 feet on either side of the following described center line as contained within the limits of the S 26 rods of the N 52 rods of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 31, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the east line of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  said Sec. 31, 750.1 feet south of the northeast corner of said  $\frac{1}{4}$   $\frac{1}{4}$  section; thence south-westerly on a curve to the left having a radius of 2864.93 feet a distance of 74 feet to a point on the south line of the S 26 rods of the N 52 rods of the said  $\frac{1}{4}$   $\frac{1}{4}$  section 34.5 feet west of the southeast corner of said parcel. Area 0.35 acre more or less and is enclosed within yellow lines on the attached blue print which is made a part hereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said part y of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever: Except mining lease to W. R. Miller dated July 10, 1917, recorded March 30, 1918, in the records of Cherokee County, Kansas, in Book "H", Page 381 and that they will warrant and forever defend the same unto the said part y of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Naoma Cory  
James A. Cory

*L.B. Schlemmerhorn  
Chanute Spelter Co. Lessee.*

*Barn.  
Barn.  
2 S. Fr.*

*682+86.2 P.C.  
15 Δ 119.2'  
684+06.2 P.C.*

*2°00' C. Δ 15°36'  
Δ 18°00'*

*691+86.2 P.C.  
15 Δ 119.2'  
693+06.2 P.T.*

*686+90  
750.1  
737+47  
686+72 ± Road  
555.9  
728.7*

*1 S. Fr.  
Barn.*

*687+5 ±  
34.5 ± Road to ± Prop. Track*

*690*

*692+77*

*697+88*

*700*

*706+18*

*706+70*

*Myrtle*

*C.M. Walker.  
Victor Rakowsky  
et al. Lessees.*

*J.O. Corey.*

*Carrie M. Walker.  
Victor Rakowsky  
et al. Lessees.*

*R.T. Bradford.  
Victor Rakowsky  
et al. Lessees.*

*W.T. Peters.  
Chanute Spelter Co. Lessee.*



WARRANTY DEED

THIS INDENTURE, made this 26 day of August, 1919,  
by and between T. F. Coyne and Louise Coyne, his wife, A. D. Hatten  
and Sadie C. Hatten, his wife, W. S. Gunning and Sarah C. Gunning,  
his wife, George W. Ball and Martha A. Ball, his wife, W. S. Ball  
and Ethel Dean Ball, his wife, of Jasper County, in the State of  
Missouri, parties of the first part, and The Kansas City Southern  
Railway Company, a corporation of the State of Missouri, party of  
the second part, WITNESSETH; that--

The said parties of the first part in consideration of the  
sum of One Thousand Two Hundred Sixty-four Dollars (\$1,264.00) to  
them duly paid (the receipt of which is hereby acknowledged), do by  
these presents sell and convey unto the said party of the second  
part, its successors and assigns, all the grantors' interest in the  
following described lot, tract or parcel of land, lying, being and  
situate in the County of Cherokee and State of Kansas, to-wit:

All that part of a strip of land in the southeast quarter  
(S. E. 1/4) of the southwest quarter (S. W. 1/4) of Section  
twenty-four (24), and the northeast quarter (N. E. 1/4) of  
the northwest quarter (N. W. 1/4), of Section twenty-five (25),  
Township thirty-two (32) south, Range twenty-five (25) east,  
one hundred (100) feet in width, being fifty (50) feet on each  
side of a center line described as follows:

Beginning at a point on the west line of the east half  
(E. 1/2) of the northwest quarter (N. W. 1/4) of Section twenty-  
five (25), Township thirty-two (32) south, Range twenty-five  
(25) east, one thousand eighty-nine (1089) feet north of the  
southwest corner thereof; thence in a northeasterly direction  
at an angle of twenty-one (21) degrees, twenty-five (25) minutes,  
to the right, a distance of two thousand four hundred twenty-one  
(2421) feet more or less; thence on a curve to the right,  
tangent to last described course, having a radius of two  
thousand eight hundred sixty-four and ninety-three hundredths  
(2864.93) feet, a distance of four hundred eighty-four (484)  
feet more or less, to a point on the west line of the Orah O'Neil  
Nichols property one thousand one hundred twenty-six (1126)  
feet north of the south line of Section twenty-four (24),  
Township thirty-two (32) south, Range twenty-five (25) east,  
said west property line being the west line of the east  
eleven and thirty-eight thousand four hundred twenty-four  
hundred thousandths (11.38424) acres of the southwest quarter  
(S. W. 1/4) of said Section twenty-four (24); said tract  
of land containing six and thirty-two hundredths (6.32) acres  
more or less, and being represented by space enclosed within  
yellow lines upon attached blueprint which is made a part  
hereof.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, as a railroad right of way; and the said T. F. Coyne and Louise Coyne, his wife, A. D. Hatten and Sadie C. Hatten, his wife, W. S. Gunning and Sarah C. Gunning, his wife, George W. Ball and Martha A. Ball, his wife, W. C. Ball and Ethel Dean Ball, his wife, for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents said interest in said premises is free, clear, discharged and unencumbered of and from all other and former grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever, by through or under said parties of the first part, and that they will warrant and forever defend said interest unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same by, through, or under the parties of the first part; reserving, however, all the mineral lying beneath the surface of the ground, and the right to mine and remove the same, such mining operations to be so conducted as not to endanger persons or the tracks, structures, trains, engines or cars on said right of way; and provided, that such pillars or supports shall be left, or other adequate precautions taken to prevent the surface of the ground from caving or falling in or otherwise endangering persons on the right of way, tracks, structures, trains or engines thereon; and provided, that no shafts shall be sunk or the surface of the ground broken on said right of way.

The grantee herein agrees to make and maintain two suitable farm crossings and gates on said tract, the location of which

is to be designated by the grantors.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

T. F. Coyne (SEAL)

X Louise Coyne (SEAL)

A. B. Watter (SEAL)

Dadie C. Watter (SEAL)

W. S. Gunning (SEAL)

Sarah C. Gunning (SEAL)

Geary W. Ball (SEAL)

Martha A. Ball (SEAL)

W. C. Ball (SEAL)

Ethel Dean Ball (SEAL)

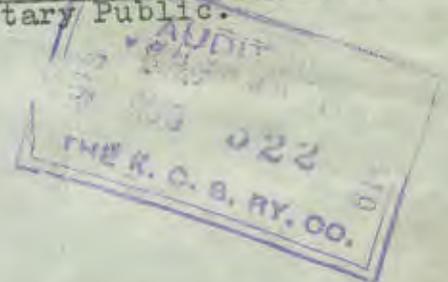
STATE OF Missouri } SS.  
COUNTY OF Jasper }

BE IT REMEMBERED that on this, the 26th day of August, A. D. 1919, before me, the undersigned, a notary public in and for the county and state aforesaid, came T. F. Coyne and Louise Coyne, his wife, who are personally known to me to be the same persons who executed the within instrument of writing; and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

O. B. Landrum  
Notary Public.

My term expires Jan 24 - 1922



STATE OF Missouri }  
COUNTY OF Jasper } SS.

BE IT REMEMBERED that on this, the 26<sup>th</sup> day of August A. D. 1919, before me, the undersigned, a notary public in and for the county and state aforesaid, came A. D. Hatten and Sadie C. Hatten, his wife, who are personally known to me to be the same persons who executed the within instrument of writing; and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

O. B. Landrum  
Notary Public.

My term expires Jan 24-1922

STATE OF Missouri }  
COUNTY OF Jasper } SS.

BE IT REMEMBERED that on this, the 26<sup>th</sup> day of August A. D. 1919, before me, the undersigned, a notary public in and for the county and state aforesaid, came W. S. Gunning and Sarah C. Gunning, his wife, who are personally known to me to be the same persons who executed the within instrument of writing; and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

O. B. Landrum  
Notary Public.

My term expires Jan 24-1922

STATE OF Missouri }  
COUNTY OF Jasper } SS.

BE IT REMEMBERED that on this, the 26<sup>th</sup> day of August A. D. 1919, before me, the undersigned, a notary public in and for the county and state aforesaid, came George W. Ball and Martha A. Ball, his wife, who are personally known to me to be the same persons who executed the within instrument of writing; and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

O. B. Landrum  
Notary Public.

My term expires Jan 24-1922

STATE OF Missouri }  
COUNTY OF Jasper } SS.

BE IT REMEMBERED that on this, the 26<sup>th</sup> day of August A. D. 1919, before me, the undersigned, a notary public in and for the county and state aforesaid, came W. C. Ball and Ethel Dean Ball, his wife, who are personally known to me to be the same persons who executed the within instrument of writing; and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

O. B. Landrum  
Notary Public.

My term expires Jan 24-1922



Christine Olson

Dotted line is corrected location of road

T. 32 S.  
Sec. 24  
R. 25 E.

Center Line Sec 24  
Property Line

S.L. Hurlbut  
owner

T.F. Coyne  
A.D. Hatten  
W.S. Gunning  
Geo. W. Ball  
W.C. Ball

NE 1/4, NW 1/4 Sec. 25  
S.W. 1/4 Sec. 24 Except E. 11.38424 Ac.  
T. 32 S. R. 25 E.  
CHEROKEE CO.  
KANSAS

OWNERS  
T.F. Coyne  
A.D. Hatten  
W.S. Gunning  
Geo. W. Ball  
W.C. Ball

SE 1/4 NW 1/4  
S.L. Hurlbert

MILL  
BOILERS  
GRE DUMP  
BOARDING HOUSE  
OFFICE  
WIRE TEL. LINE  
DRILL HOLE  
AUTO SHED  
BOULDER DUMP  
MILL  
LIBERAL  
SHAFT  
SITE OF WACO NO. 3  
FENCE  
OSCO  
ASBU

Mill  
High Five

Butte Mill

ACME  
MILL

R.S. Nichols (owner)

Pond

Line D-B

AUG 1905

NW 1/4 SW 1/4

Waco Mine  
No. 1

Coyne  
Lbr. Vol.



AUDITORS  
VOUCHER NO. 522  
1919  
THE K. C. S. RY. CO.

APPROVED AS TO CORRECTNESS

*[Handwritten Signature]*  
Asst. General Solicitor

APPROVED AS TO EXECUTION

Asst. General Solicitor

Approved

*[Handwritten Signature]*  
-----  
As to description

Deed No 3439

Wd

J. F. Coyne et al

K.C. Southern Ry Co

Vol # 522 Aug 1919  
AT # 8186

Deed No 3439

Postals on 42-14

Original compared with record

COPIED.....✓  
DIRECT.....✓  
INDIRECT.....✓  
NUMERICAL.....✓

2550

Return to  
J. F. Coyne

K.C. Southern Ry Co  
Kansas City Mo

aa No #152 June 1923

Dead No: 3 4 7 8

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS }  
County of CHEROKEE } ss.

BE IT REMEMBERED, That on this 8th day of June A. D., 19 23  
before me, the undersigned, a Notary Public in and for said County and State, came William T. Peters  
and Bethiah B. Peters, his wife,  
who are personally known to me to be the same persons who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

*John M. Bullard*  
Notary Public

My commission expires 1-25 19 26

KANSAS ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19 \_\_\_\_\_  
before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

My commission expires \_\_\_\_\_ 19 \_\_\_\_\_

APPROVED AS TO FORM  
*A. F. Smith*  
General Solicitor

APPROVED AS TO EXECUTION  
*A. F. Smith*  
General Solicitor

COPIED ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓  
Warranty Deed  
Original compared with record

FROM  
*William T. Peters*  
*and wife*  
TO  
*The Kansas City Southern*  
*Railway Co*

Entered in Transfer Record in my  
office this 20  
day of June 19 23

*E. P. Patten*  
County Clerk  
STATE OF KANSAS, }  
*Cherokee* County, } ss.

Received for Record on the  
day of June 1923, at 10 o'clock  
A.M., and duly Recorded in Book  
106 of Deeds at Page 427

*Lora M. Mott*  
Register of Deeds.

Fee, \$ \_\_\_\_\_

# Kansas Warranty Deed

This Indenture, Made this 8th day of June A. D., One Thousand

Nine Hundred Twenty Three by and between William T. Peters and Bethiah B. Peters, his wife,

of Cherokee County, in the State of Kansas, parties of the first part and

The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~of~~ ~~County, XXXXXXXXXXXXXXX~~ party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of THREE HUNDRED AND NO/100-----DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and successors

Convey unto the said party of the second part, its / ~~heirs~~ and assigns, all the following

described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through a part of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point in the north line of the W. T. Peters property, 863.4 feet west and 1085 feet south of the northeast corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  said Section 6; thence southwesterly, 298 feet to a point on the south line of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  said Section 6, 938.6 feet west of the east line of said  $\frac{1}{4}$   $\frac{1}{4}$  section. Area .68 acre more or less., and is enclosed in yellow lines on the attached blue print which is made a part hereof. Subject to mining lease to Chanute Spelter Company dated October 23, 1918, recorded in the records of Cherokee County, Kansas, in Journal "I", Page 167..



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they will warrant and forever defend the same unto the said party of the second part, its / ~~heirs~~ and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

William T. Peters,  
Bethiah B. Peters

MILITARY, Ks.

MILITARY ROAD.

Barn.  
2 S. Fr.

Myrtle Welch.  
Chanute Spelter Co., Lessee.

1 S. Fr.  
Barn.  
G. W. Walker.  
W. T. Peters.

F. P. Satterthwait.  
Chanute Spelter Co. Lessee.

2 S. Fr.  
Barn.

W. D. Hillman.  
Chanute Spelter Co., Lessee.

J. O. Livingston.  
Chanute Spelter Co. Lessee.

706+44 & Public Road

706+18  
706+70 660

710  
303  
709+88  
535

743.7  
713+22  
28+41.1

863.4  
717+67  
990

938.6  
720 710+65  
990

723+98  
722+187  
723+00  
85+58

730

1286  
734+33  
734+59



And to #152 June 1923

Dead N<sup>o</sup>: 3478

Release

John McLaughlin  
To

William J. Peterson

Original compared with record

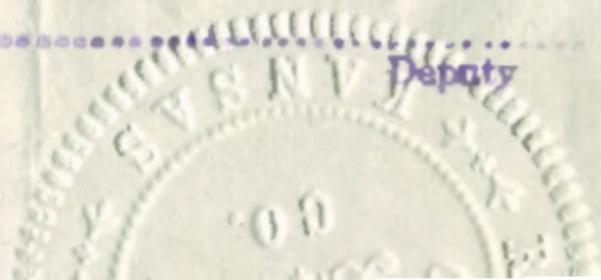
COPIED ..... ✓  
DIRECT ..... ✓ ✓  
INDIRECT ..... ✓ ✓  
NUMERICAL ..... ✓ ✓ ✓

State of Kansas, Cherokee County, ss.

This instrument was filed for record on  
the 20 day of June A.D. 1923  
at 10 o'clock P.M., and duly recorded  
in Book ..... Page ..... Fee \$.....

Lora Whitmore  
Register of Deeds

Deputy



MA COMMUNICATION EXPIRES

PARTIAL RELEASE OF MORTGAGE.

FOR VALUE RECEIVED, I hereby release and discharge from the lien of a certain mortgage given on the 28th day of January, 1915, by William T. Peters and Bethiah B. Peters, his wife, to E. B. Schermerhorn for \$350.00 and recorded at Page 331 in volume 68 of the records in the office of the Register of Deeds of Cherokee County, Kansas, the following described property:

A 100 foot strip of land being 50 feet on either side of the following described center line through a part of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point in the north line of the W. T. Peters property, 863.4 feet west and 1085 feet south of the northeast corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  said Section 6; thence southwesterly, 298 feet to a point on the south line of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  said Section 6, 938.6 feet west of the east line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section. Area .68 acre more or less.

IN WITNESS WHEREOF, I have herewith subscribed my name, this 8<sup>th</sup> day of June, 1923.

John McCullagh  
Executor of the Estate of E. B. Schermerhorn, Deceased.

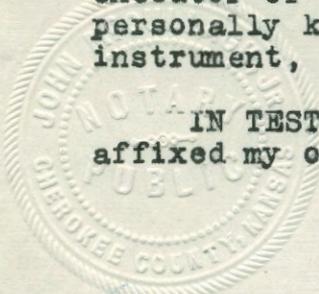
STATE OF KANSAS, )  
COUNTY OF CHEROKEE ) SS.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of June, A. D. 1923, before me, John McCullagh, a Notary Public in and for said County and State, came John McCullagh, executor of the estate of E. B. Schermerhorn, deceased, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

John McCullagh  
Notary Public.

My commission expires Jan. 25, 1926.



Deed 4258

Easement

Ray Bond and Hugh F. O'Neill,  
Trustee under the will of  
Ora O'Neill

to

The Kansas City Southern  
Railway Company

Return to

J. J. Taylor, Gen. Tax Com'r,  
The K. C. S. Ry Co.,  
114 W 11th St.,  
Kansas City 6, Mo.

*Original on File 311.03*

Kansas City, Missouri  
November 23, 1951

13121

Mr. V. F. Praeger - Building

Dear Sir:

Please refer to my letter of February 17, 1950, transmitting Deed No. 4258 from Ray Bond and Hugh F. O'Neill, Trustees under the will of Gra O'Neill, granting to the Railway Company the right to construct a temporary track on Mile 143 on the Lawton Line near Carter.

This right was secured for a runaround where cave-in interrupted traffic on the main line. The temporary track was never constructed and, in the meantime, the cave-in was filled with chat and traffic restored over the main line. There has been no settlement in the fill and there is no requirement for constructing the runaround track. The grant was for a period of two years ending November 25, 1951, with option to renew the same for an additional two years for a sum of \$200. Since there is no need for retaining this right, we will not exercise the option for another two years.

There is charged to the account Real Estate a sum of \$201.95 covering payment for the original grant, and since the property was never occupied this amount should be charged to Operating Expenses.

Yours very truly,

(Signed) E. F. Salisbury

4.

Chief Engineer

cc/Mr. F. H. Hooper - Building  
Mr. J. J. Taylor - Building  
Mr. D. A. Kuebler - Pittsburg

## E A S E M E N T

THIS INDENTURE, made this 25 day of November, 1949, by and between Ray Bond and Hugh F. O'Neill, Trustees under the will of Ora O'Neill, parties of the first part, and The Kansas City Southern Railway Company, a Missouri corporation, party of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of TWO HUNDRED (\$200.00) DOLLARS to them in hand paid by party of the second part, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, an easement or right of way for the construction and maintenance of a standard gauge railroad track located substantially as shown by red line on Exhibit "A" hereto attached, over, upon and across the property owned and held by parties of the first part as Trustees aforesaid and commonly known as the Ora O'Neill Estate Property in the south half of Section 24, Township 32 South, Range 25 East, Cherokee County, Kansas.

TO HAVE AND TO HOLD said easement and right of way unto said party of the second part, its successors and assigns, for a period of two years from the date hereof. In the event said party of the second part shall cease to use said easement for railroad purposes, then said easement or right of way shall revert to parties of the first part herein, their successors or assigns. Parties of the first part also grant and give to said party of the second part the right to enter upon any of the above described premises for the purpose of constructing, repairing, maintaining and operating said track.

Parties of the first part hereby give and grant to party of the second part the option to continue this easement for a further period of two years upon the payment of an additional consideration of TWO HUNDRED (\$200.00) DOLLARS to parties of the first

part, or their successors or assigns, at any time prior to the expiration of two years from the date of this instrument.

As a part of the consideration for the granting of this easement, party of the second part agrees to purchase from Hugh F. O'Neill, individually, and said Hugh F. O'Neill, individually, agrees to sell to party of the second part, all chats necessary for the construction of said railroad track to be located upon the above described premises commonly known as belonging to the Ora O'Neill estate at a price of 30-1/3 cents per cubic yard, delivered at the point of location of said track.

IN WITNESS WHEREOF, said parties of the first part have set their hands and seals as Trustees aforesaid the day and year first above written.

Rayson (SEAL)

Hugh F. O'Neill (SEAL)  
Trustees Under The Will  
of Ora O'Neill, Deceased.

STATE OF Missouri )  
COUNTY OF Jasper ) SS

BE IT REMEMBERED, that on this 25 day of Nov., 1949, before me the undersigned a notary public in and for said county and state came Hugh F. O'Neill, who is personally known to me to be the same person who executed the within instrument of writing as one of the Trustees under the will of Ora O'Neill and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Mary L. Lindeman  
Notary Public

My commission expires: 3/24-'53

STATE OF Missouri )  
COUNTY OF Jasper ) SS

BE IT REMEMBERED, that on this 25 day of Nov., 1949, before me the undersigned a notary public in and for said county and state came Ray Bond, who is personally known to me to be the same person who executed the within instrument of writing as one of the Trustees under the will of Ora O'Neill and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Mary L. Lindeman  
Notary Public

My commission expires: 3/24-'53

APPROVED AS TO FORM

Jo. R. Browns  
General Counsel

APPROVED AS TO EXECUTION

Jo. R. Browns  
General Counsel

APPROVED:

E. J. Schickling  
Notary Public

Vertical stamps and a circular notary seal on the right side of the page.

(ORIGINAL COMPARED WITH RECORD)

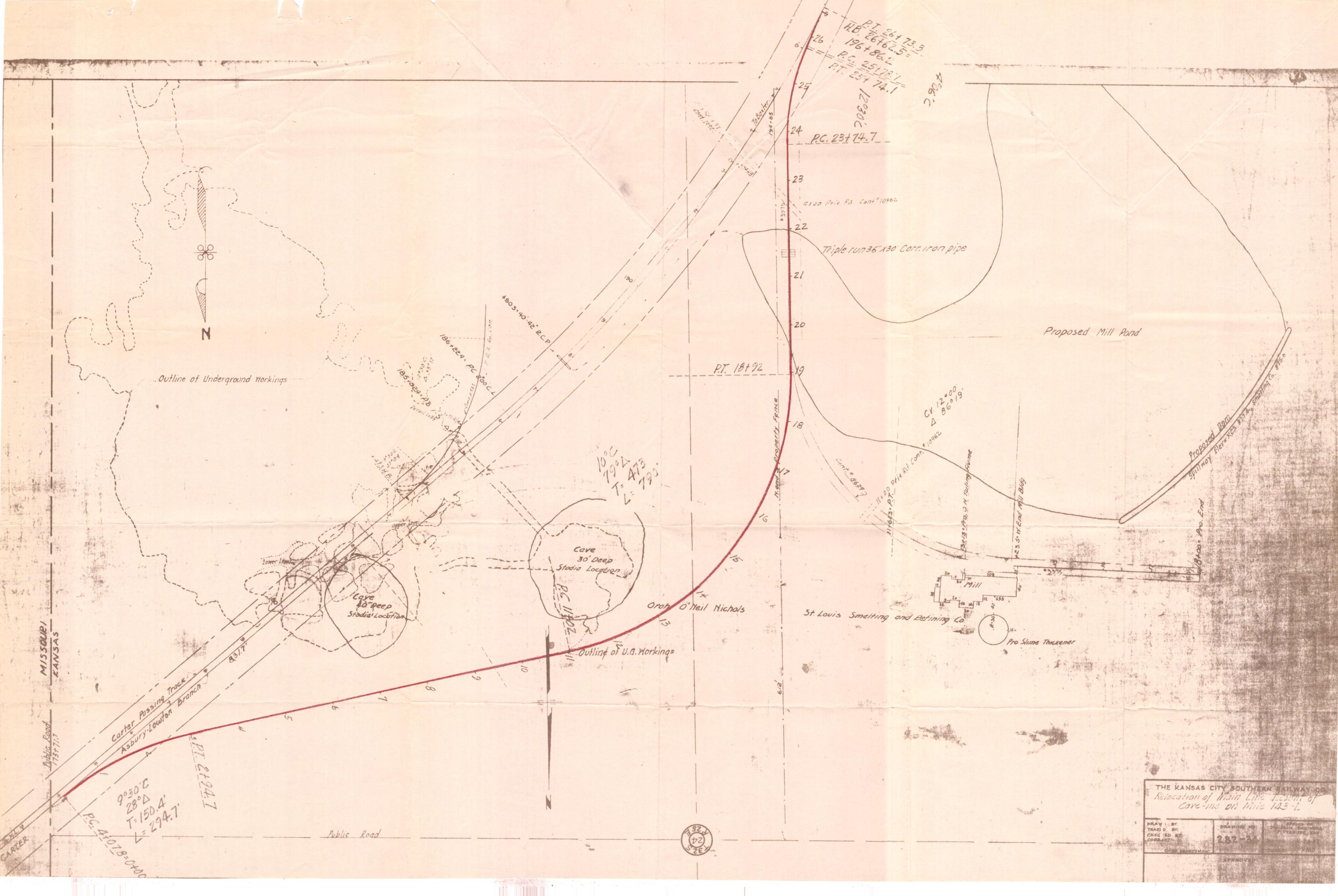
COPIED ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓

State of Kansas, Cherokee County, ss:

This instrument was filed for record on  
the 7 day of Dec A. D. 194 9  
at 9:00 o'clock 9 M. and duly recorded  
in Book Q Page 95 Fee \$

Minnie Langstaff  
Register of Deeds

\_\_\_\_\_  
Deputy



Outline of Underground Workings

Cave 30' Deep  
Stadia Location

Cave 40' Deep  
Stadia Location

Cave 30' Deep  
Stadia Location

Oran O'Neil Nichols

Outline of U.G. Workings

Proposed Mill Pond

St. Louis Smelting and Refining Co.

Pro Slime Thickener

THE KANSAS CITY SOUTHERN RAILWAY CO.  
Relocation of Main Line account of  
Cave-ins on mile 143-1.

DRAWN BY TRACED BY CHECKED BY CORRECTED BY DATE	DRAWING NO. <b>287-24</b>	SERIES OF SHEETS TOTAL NO. OF SHEETS 1-24
APPROVED		



MISSOURI  
KANSAS

Public Road  
737-717

Public Road

9°30' C  
28° Δ  
T=150.4'  
V=294.7'

P.T. 2194.7

P.C. 41018-0400

Cv 12°00'  
Δ 86°19'

P.T. 18192

P.C. 23174.7

P.T. 25173.3  
H.B. 26462.5  
196+86.2  
P.C. 25173.7  
P.T. 25174.1

12930 C

406 C

Triple run 36" x 30" Cor. iron pipe

4100 Priv. Rd. Cont. 10962

1803-40-42 E.C.P.

185+22.9 P.C. 800 C.L.

10° C  
19° Δ  
T=473'  
V=795'

11,000 Priv. Rd. Cont. 10962

Cont. 8828

38' x 18' Pro. S. H. Tailing House

423' x 11' End Mill Bldg

61000' Pro. End

Proposed Dam  
Spillway Elev. 252.4 - 252.4 - 252.4 - 252.4 - 252.4

N. end Property Fence

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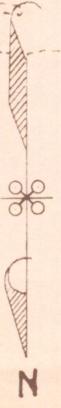
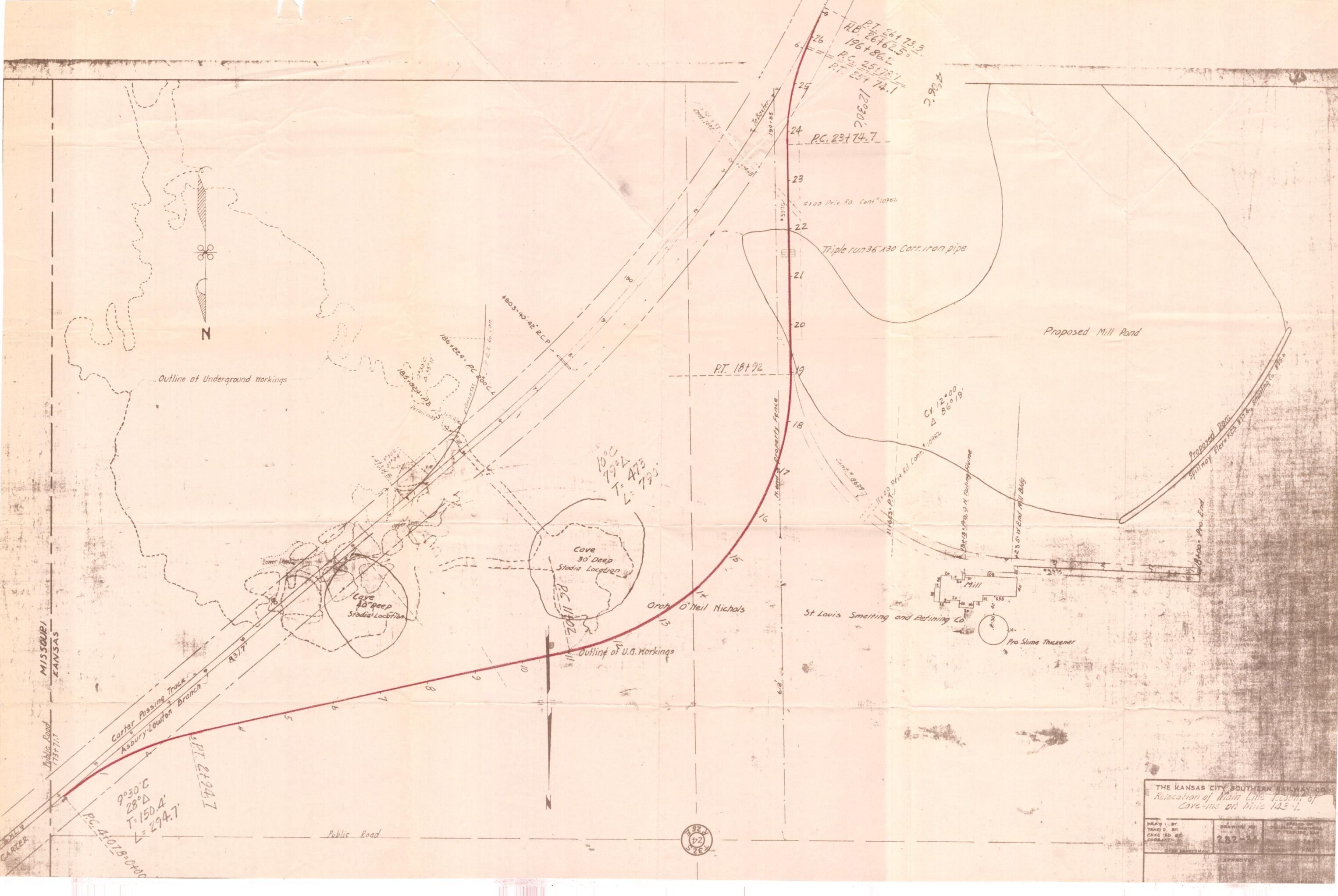
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Outline of Underground Workings

Cave 30' Deep  
Stadia Location

Cave 40' Deep  
Stadia Location

Cave  
30' Deep  
Stadia Location

Oran O'Neil Nichols

Outline of U.G. Workings

Proposed Mill Pond

St. Louis Smelting and Refining Co.

Pro Slime Thickener

THE KANSAS CITY SOUTHERN RAILWAY CO.  
Relocation of Main Line Account of  
Cave-ins on Mile 143-1

DRAWN BY TRACED BY CHECKED BY CORRECTED BY DATE	DRAWING NO. <b>282-24</b>	SERIES OF SHEETS SHEET NO. OF 10
APPROVED		



MISSOURI  
KANSAS

Public Road  
737-717

Public Road

9°30' C  
28° D  
T = 150.4  
V = 294.7

P.T. 2194.7

P.C. 41018-0400

P.T. 25173.3  
H.B. 26462.5  
196+86.2  
P.C. 25178.1  
P.T. 25174.1  
12930 C

P.C. 23174.7

P.T. 18192

C.V. 12°00'  
Δ 86°19'

1803-40-42 E.C.P.

185+22.9 P.C. 800 C.L.

10° C  
19° D  
T = 473  
V = 795

Cont. 8828

11+00 P.V. Rd. Cont. 10962

13+13 P.V. Rd. Cont. 10962

14+23 P.V. Rd. Cont. 10962

16+00 P.V. Rd. Cont. 10962

N. end Property Fence

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Deed No. 4497-NN

:

QUITCLAIM DEED  
dated September 28, 1912

FROM:

MARY E. & SHELBY JOHNSON

TO:

MISSOURI, OKLAHOMA AND GULF RAILROAD CO.

This Indenture, Made this 28<sup>th</sup> day of September 1912 ~~1892~~ between Mary E. Johnson & Shelby Johnson her husband

of Cherokee County, in the state of Kansas of the first part, and The Missouri, Oklahoma & Gulf Railroad Company, a Company organized under the laws of Kansas

of \_\_\_\_\_ County, in the state of \_\_\_\_\_ of the second part:

WITNESSETH, That said part... of the first part, in consideration of the sum of

One and 10 DOLLARS

the receipt of which is hereby acknowledged, do by these presents, REMISE, RELEASE AND QUITCLAIM unto said party of the second part, their heirs and assigns, all the following described REAL ESTATE situated in the County of Cherokee and State of Kansas to wit:

all of Lots eight (8) to fourteen (14) <sup>both</sup> inclusive Block Thirteen (13) Lawrence & Hawke Addition to the City of Bayton Springs, Cherokee County, Kansas



TO HAVE AND TO HOLD THE SAME, Together with all and singular the the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, The said part... of the first part ha their hereunto set their hands. the day and year first above written.

Executed and delivered in the presence of

Mary E. Johnson  
Shelby Johnson

BE IT REMEMBERED, that on this 28<sup>th</sup> day of September A. D. 1891,  
before me, the undersigned, a Notary Public in and for the County and State  
aforesaid came Mary E. Johnson & Shelby Johnson her husband



who are personally known to me to be the same persons... who  
executed the within instrument of writing, and such persons  
duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and af-  
fixed my Notarial seat, the day and year last above written.

My Commission expires March 18-1916  
J. E. Recker



Valuation No C 12 30  
**DEED!**  
8 to 14 Book 13 5-11

From  
Mary E. Johnson and  
Shelby Johnson  
To  
M. O. & G. R. R.

7535  
Entered in Transfer Record in my office, this 28  
day of Sept A. D. 1891

W. N. Shafer  
McCombs Thell County Clerk.  
State of Virginia )  
County of Charleston ) ss

This instrument was filed for record on the  
14 day of October A. D. 1891  
at 2 o'clock P.M., and duly recorded in

Book 84 on page 113  
Fee, \$ 1.00

James A. Orr

Parcel 45 Map 5-1  
K. O. & G. Deed No. 1296

Return to E. Orr  
with six Muchmore  
10 Opkin

Deed No 3285

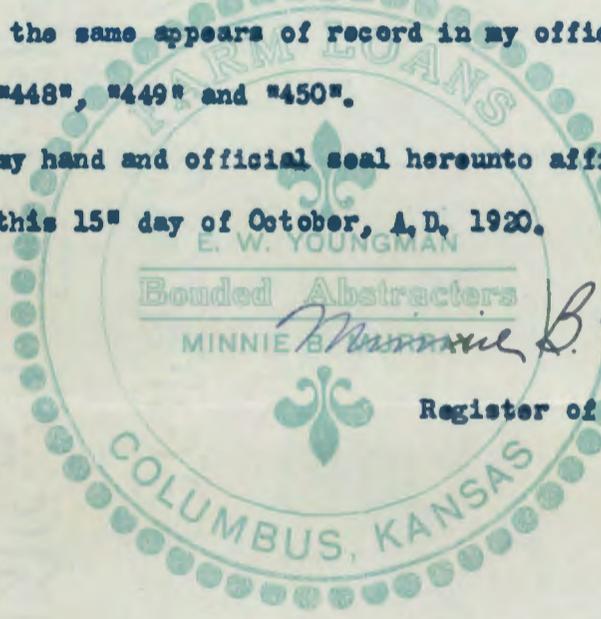
Deed N<sup>o</sup>: 3285

**Office of the Register of Deeds.**

State of Kansas, Cherokee County, ss:

I, Minnie B. Murray, Register of Deeds within and for the County and State aforesaid, do hereby certify that the within and attached is a full, true and complete copy of Report of Condemnation Proceedings for The Kansas City Southern Railway Company, for its proposed line in Cherokee County, Kansas, as the same appears of record in my office in Miscellaneous Record "5", Pages "448", "449" and "450".

Witness my hand and official seal hereunto affixed at the city of Columbus, Kansas, this 15<sup>th</sup> day of October, A. D. 1920.



*Minnie B. Murray*  
Register of Deeds.



Report of Condemnation Proceedings for The Kansas  
City Southern Railway Company, for its proposed  
line in Cherokee County, Kansas.

Whereas, The Hon. F. W. Boss, Judge of the District Court of Cherokee County, Kansas, did on the 3<sup>rd</sup> day of May A.D., 1919, at Chambers in the City of Columbus, in said County and State, upon the written application of The Kansas City Southern Railway Company, a duly chartered and organized railway corporation under the laws of the State of Missouri, and duly authorized to do business as a railway corporation under the laws of the state of Kansas, appointed in writing, the undersigned commissioners to lay off for said company, through the said county of Cherokee, for its proposed line of railway, and along such line of the said proposed railway as located by the said company, a route for such proposed railway not exceeding one hundred feet in width, except for the purpose of cuttings and embankments it shall be necessary to take more for the proper construction and security of the said railway, thru so much of said county as might be desired by said company, and also such land as might be necessary for sidetracks, depots and work-shops and material for construction, except timber, a right of way over adjacent land sufficient to enable such company to construct and repair its roads and stations; a full true and complete and correct copy of the application filed by said company, and a full, true, complete and correct copy of the order of the said Hon. F. W. Boss, Judge as aforesaid, together with a copy of the oath taken by the undersigned commissioners in connection with the performance of their duties under the said appointment have been filed for record in the office of the Register of Deeds of Cherokee County, Kansas, as required by law, and duly recorded in Book 5 of Misc. at Pages 442, 444, 445 and for convenience are referred to hereby without being set out herein in full.

Whereas, by such appointment, and according to law the said commissioners are required to embody their doings in a written report and file the same in the office of the County Clerk of Cherokee County, Kansas,

Now, Therefore, we the said commissioners so appointed as aforesaid, and acting as such, do hereby record our doings in connection with the work for which we were appointed, and report as follows:-

That on the 5<sup>th</sup> day of May, A.D., 1919, we duly qualified by taking and subscribing to an oath, a true and correct copy of which is recorded as above set out in the office of the Register of Deeds of Cherokee County, Kansas.

That thereafter and on the 8<sup>th</sup> day of May, A.D. 1919, we caused to be published in the Columbus Weekly Advocate, a newspaper of general circulation, published in the City of Columbus, Kansas, a notice of which the following is a true and correct copy, -

Copy of the notice so published is hereto attached and marked exhibit "A" and hereby referred to for all purposes necessary in connection herewith.

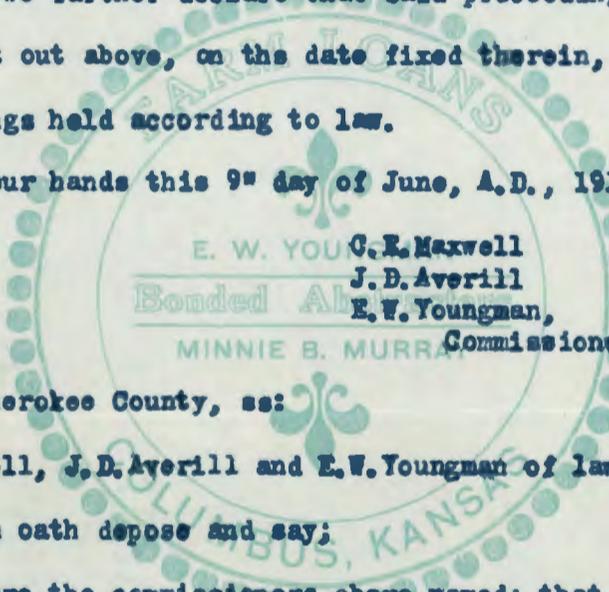
The affidavit of the publisher of the said Columbus Weekly Advocate, the newspaper referred to above is hereto attached, marked exhibit "B" and for all purposes necessary in connection with this report is made a part hereof;

And the said notice was published for thirty days prior to the time set and fixed therein for the commissioners to act thereunder;

And afterwards, and on the 9th day of June, A.D. 1919, and on the hour and at the place fixed in the said notice, we met and proceeded to lay off such route, side-tracks, depots, etc., all as designed in the said notice so published as aforesaid, thru the county of Cherokee, in the state of Kansas, of the width as specified and along and over the proposed route as located by the said The Kansas City Southern Railway Company, and as shown

upon the maps and profiles filed by said railway company in the office of the County Clerk of Cherokee County, Kansas, which said maps and profiles are now and hereby referred to and made a part of this report for the purpose of brevity, having the said land carefully surveyed and ascertaining the quantity of land necessary for such purposes out of each quarter section or lot of ground thru which said route passed or are located, and did appraise the value of such portion of any such quarter section or lot or parcel of land and assessthe damages thereto, and when we ascertained that such portion of land taken belonged to different owners we appraised the value and assessed the damages of each of such owners interest, all of which proceedings are fully shown by schedule attached to this report, marked Exhibit "F" and made a part hereof, and we further declare that said proceedings were had under the said notice set out above, on the date fixed therein, to-wit, June 9th 1919, and at meetings held according to law.

Witness our hands this 9<sup>th</sup> day of June, A.D., 1919.



E. W. YOUNGMAN  
 C. E. Maxwell  
 J. D. Averill  
 E. W. Youngman,  
 Commissioners.  
 MINNIE B. MURRAY

State of Kansas, Cherokee County, ss:

C. E. Maxwell, J. D. Averill and E. W. Youngman of lawful age and being first duly sworn on oath depose and say;

That we are the commissioners above named; that the statements, proceedings and report above set out are true and correct in every particular, so help us God.

C. E. Maxwell,  
 J. D. Averill  
 E. W. Youngman.

Subscribed and sworn to before me this 9<sup>th</sup> day of June, A.D., 1919.

C. W. Van Zandt, Notary Public.

My Com. Expires Jany. 21, 1921.

(First published in the Columbus Weekly Advocate, May 8th, 1919).

Notice of Condemnation Proceedings.

State of Kansas, Cherokee County, ss:

To Whom It May Concern:

Notice is hereby given that the undersigned Commissioners duly appointed by the Honorable F. W. Boss, Judge of the Eleventh Judicial District in and for Cherokee County, Kansas, will on the 9th day of June, A.D. 1919, at 10:30 o'clock a.m. of said day, meet at The Town of Lawton in Cherokee County, Kansas, and from thence proceed to lay off and condemn along the proposed line of The Kansas City Southern Railway Company, a railway corporation, as located in Cherokee County, Kansas, said proposed line of railway extending from a point located on the Missouri-Kansas state line, being twenty six hundred and twenty-six feet north of the northeast corner of Section twenty-four (24), Township thirty-two (32) South, Range Twenty-five (25) East, in Cherokee County, Kansas, thence running generally in a southwesterly direction to the town of Lawton of said County and state: Said land situated in said County as shown on the map and profile filed in the office of the County Clerk of Cherokee County, Kansas, described and to be used for the purpose of building a railroad thereon, side tracks, depots and work shops of the said The Kansas City Southern Railway Company and for any other purpose necessary to maintain and operate the said railway in said county for the use of said Railway company; under all conditions and restrictions prescribed by law; to cause the land and route laid off to be carefully surveyed to ascertain the quantity of land for such purpose out of each quarter section or lot of land, through which or over which, the said route is located in said county; to appraise the value of such portion of any such quarter section or lot of land and assess the damages prescribed by law.

You will further take notice that we, the undersigned Commissioners will lay off and condemn a right-of-way for said railway, as the same is proposed to be located over and across the following described real estate situated in the County of Cherokee and the State of Kansas, to-wit:

All that part of a strip of land in the south half half of Section 24, Township 32 South, Range 25 East, one hundred (100 ft.) feet in width being fifty (50 ft.) feet each side of a center line described as follows:

Beginning at a point on the Missouri-Kansas State line, also being the east line of Section 24, Township 32, South, Range 25 East, 2626 feet north of the southeast corner of said Sec. 24; thence in a southwesterly direction at an angle of 49 degrees and 45 minutes to the right, on a tangent a distance of 1189.4 feet more or less; thence in a southwesterly direction on a curve to the left, tangent to last described course, having a radius of 2864.93 feet, a distance of 922.4 feet to a point on the west line of Orah O'Neill Nichols' property, said point being 1126 feet, more or less, north of south line of Section 24, Township 32, South, Range 25 East, said west property line being west line of the east 11.38424 acres of the southwest quarter of said Section 24, said strip of land containing 4.85 acres, more or less.

All that part of a strip of land in the west half, Northwest quarter of Section 25, Township 32 South, Range 25 East, one hundred (100 ft.) feet in width, being fifty (50 ft.) feet each side of a center line described as follows:

Beginning at a point on the south line of the Northwest quarter of Section 25, Township 32 South, Range 25 East, 438 feet west of the southeast corner of the Southwest quarter of the Northwest quarter of said Section 25; thence in a northeasterly direction on a tangent, extending over and across the Northwest quarter of said Section 25, a distance of 2851.5 feet more or less, to a point on the north line of said Northwest quarter of Section 25, Township 32 South, Range 25 East, 631.5 feet east of the Northwest corner of the east half of the Northwest quarter of said Section 25, said strip of land containing 2.69 acres more or less.

We will meet at The Town of Lawton on the date and hour hereinbefore set out and will proceed to condemn and appraise the value of the above parts and parcels of ground taken for use in the construction of The Kansas City Southern Railway Company's line as above set forth, provided the same has not been acquired by donation or purchase by the said The Kansas City Southern Railway Company on or before the date last above mentioned and we will lay off and condemn the same on the said date and in the event we are not able to finish our labors in this behalf on said

day, we will adjourn from time to time until said work is completed.

Witness our hands this 6th day of May, A. D. 1919.

C. E. Maxwell  
J. D. Averill  
E. W. Youngman  
Commissioners.

"A"

Affidavit of Publication.

State of Kansas, Cherokee County, ss:

N. W. Huston, of lawful age, being first duly sworn, deposes and saith that he is the publisher and editor of The Columbus Advocate, a weekly newspaper, regularly printed and published in the city of Columbus, county of Cherokee, state of Kansas, and of general circulation in said county and which said newspaper has been so continuously and uninterruptedly printed and published in said county during the period of fifty-two consecutive weeks immediately prior to the first publication of the notice hereinafter mentioned, and that a notice, of which a true copy is hereunto attached, was printed and published in the regular and entire issue of each number of said weekly newspaper for 5 consecutive weeks, viz:

May 8, 15, 22, 29 and June 5, 1919, the first publication being made as aforesaid on the 8th of May, 1919.

And affiant further says that he has personal knowledge of the statements above set forth, and that they are true.

N. W. Huston.

Subscribed in my presence and sworn to before me this 7th day of June, 1919

((Official Seal))

Fred Simkin, Clerk of the District Court  
By Hazel M. Graham, Deputy.

(Endorsed on the back as follows:) Filed June 9, 1919, Anna Masterson, Co. Clerk."

Exhibit "C"

We found on the day appointed for the appraisalment that there were two (2) parcels or plots of ground thru which the proposed route of The Kansas City Southern Railway Company extension in Cherokee County, Kansas, ran and over which said line and extension was to be constructed that had not been acquired by purchase or donation and over which said Railway Company had been unable to secure a right of way.

37-

In the following report we have referred to the plots and parcels by number and have set out the name of the owner or owners so far as we have been able to ascertain the same, the description of the land taken, giving the number of the section township and range and the quarter section thru which the line proposed runs; also giving a detailed description of the particular strip or parcel of land condemned for right of way purposes; the amount of land taken; the value of the land taken; the amount of damages to the land not taken; the damages to crops, buildings, and other property; and the total amount of damages awarded; general remarks, if any, on each parcel or plot appraised.

Plot No. 1

Owner or Owners.

Orah O'Neil Nichols.

General description of land thru which right of way runs:

A strip of land one hundred feet in width in the south half of of Section No. 24 Township No. 32 South, Range No. 25, East Sixth P.M. in Cherokee County, Kansas.

Particular description of right of way.

Beginning at a point on the Missouri-Kansas State Line, also being the east line of Section No. 24, Township No. 32, south, Range No. 25 east, in Cherokee County, Kansas, 2626 feet north of the southeast corner of said Section No. 24; thence in a southwesterly direction, at an angle of 49 45' to the right, on a tangent a distance of 1189.4 feet more or less; thence in a southwesterly direction on a curve to the left, tangent to last described course, having a radius of 2864.93 feet, a distance of 922.4 feet to a point on the west line of Orah O'Neil Nichols property, said point being 1126 feet more or less, north of south line of Section No. 24, Township No. 32, south, Range No. 25 east, said west property line being west line of the east 11.38424 acres of the S.W.  $\frac{1}{4}$  of said Section 24, said strip of land containing 4.85 acres, more or less.

Amount of land taken  
Four and eighty-five one-hundredths acres (4.85)

Value of land taken.	\$291.00
Amount of damages to land not taken	\$350.00
Damages to crops, buildings, etc.	
Total amount of damages.	\$641.00
Remarks	

Plot No. 2.

Owner or owners.  
J.H. Galpine  
Deming Invest. Co., mortgagee.  
General description of land thru which right of way runs.

A strip of land one hundred feet in width in the west half of the northwest quarter of Section No. 25, Township No. 32 south, Range No. 25, east sixth P.M. in Cherokee County, Kansas.

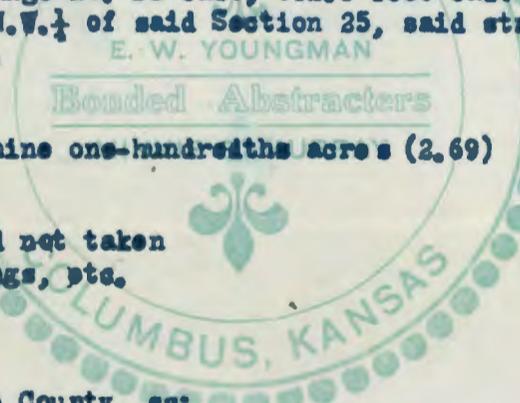
Particular description of right of way.

Beginning at a point on the south line of the N.W.  $\frac{1}{4}$  of Section No. 25, Township No. 32, south, Range No. 25, east in Cherokee County, Kansas, 438 feet west of the southeast of the S.W.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of said section No. 25, thence in a northeasterly direction on a tangent, extending over and across the northwest quarter of said Section No. 25, a distance of 2851.5 feet more or less, to a point on the north line of N.W.  $\frac{1}{4}$  of Section No. 25, Township No. 32 south, Range No. 25 east, 821.5 feet east of the N.W. corner of the east half of the N.W.  $\frac{1}{4}$  of said Section 25, said strip of land containing 2.69 acres, more or less.

E. W. YOUNGMAN  
Bonded Abstractors

Amount of land taken,  
Two and sixty-nine one-hundredths acres (2.69)

Value of land taken	\$201.75
Amount of damages to land not taken	\$250.00
Damages to crops, buildings, etc.	
Total amount of damages.	\$451.75
Remarks.	



State of Kansas, Cherokee County, ss:

I, Anna Masterson County Clerk in and for said County and State aforesaid, do hereby certify that the foregoing is a true and exact copy of the Commissioners Report of Condemnation proceedings of the Kansas City Southern Railway, Proposed Line to Lawton. same being now on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at office in the City of Columbus, Kansas, this the 14th day of June, A.D. 1919.

((Official Seal)) Anna Masterson, County Clerk.

Treasurer's Office.

Cherokee Co., Kas.

Columbus, Kas., June 16, 19

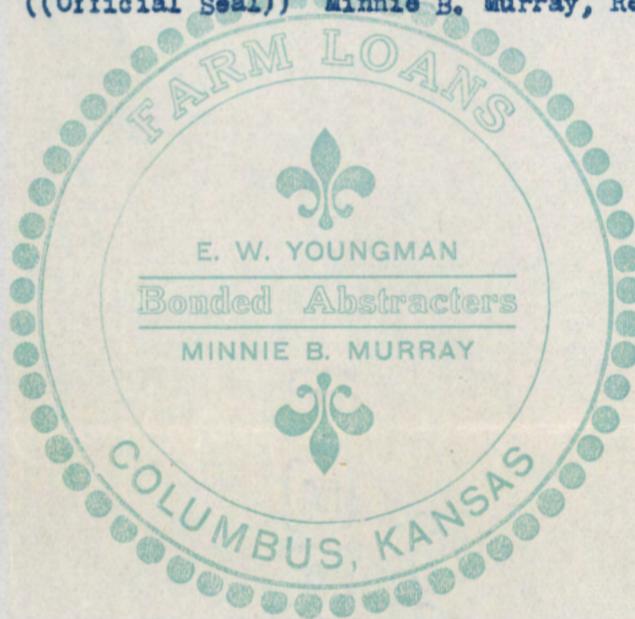
Received of The Kansas City Southern Ry. Co. Ten Hundred Ninety Two & 75/100 (\$1092.75) Dollars, same being in full of the total amount awarded by the Commissioners for land taken by said Company as shown in the report to which this receipt is attached.

C.W.Hiller, Treas.

By A. C. Hoyt, Deputy.

Filed for record June 16, A.D. 1919 at 3:15 o'clock p.m.

((Official Seal)) Minnie B. Murray, Register of Deeds."



Deed No 3285

AL. F. WILLIAMS

ATTORNEY AND COUNSELOR

SUITE 1, BLISS BUILDING

COLUMBUS, - KANSAS



Your Petitioner further represents and states, that a blue print, profile and survey of the proposed line of railway between the points named in the preceding paragraph and prior to the date of this Application, has been duly filed in the office of the County Clerk of Cherokee County, Kansas, as required by law.

Your Petitioner further represents and states that it is necessary for the proper construction, operation and maintenance of said proposed line of railway as located in said County as aforesaid, to acquire for said proposed railway, a strip of land for its proper route not exceeding one hundred feet in width, along, over, upon and across said parts and parcels of land, more particularly and definitely described as follows, to-wit:

All that part of a strip of land in the south half of Section 24, Township 32 South, Range 25 East, one hundred (100') feet in width being fifty (50) feet each side of a center line described as follows:

Beginning at a point on the Missouri-Kansas State Line, also being the east line of Section 24, Township 32 South, Range 25 East, 2626 feet north of the southeast corner of said Section 24; thence in a southwesterly direction, at an angle of 49°45' to the right, on a tangent a distance of 1189.4 feet more or less; thence in a southwesterly direction on a curve to the left, tangent to last described course, having a radius of 2864.93 feet, a distance of 922.4 feet to a point on the west line of Orah O'Neil Nichols property, said point being 1126 feet, more or less, north of south line of Section 24, Township 32 South, Range 25 East, said west property line being west line of the east 11.38424 acres of the S.W.1/4 of said Section 24.

Said strip of land containing 4.85 acres, more or less, and being represented by space enclosed within yellow lines on attached blue print which is made a part hereof. ✓

All that part of a strip of land in the west half, N.W. quarter of Section 25, Township 32 South, Range 25 East, one hundred (100') feet in width, being fifty (50) feet each side of a center line described as follows:

Beginning at a point on the south line of the N.W. quarter of Section 25, Township 32 South, Range 25 East, 438 feet west of the southeast corner of the S.W. quarter of N.W. quarter of said Section 25; thence in a northeasterly direction on a tangent, extending over and across the northwest quarter of said Section 25, a distance of 2851.5 feet more or less, to a point on the north line of said N.W. quarter of Section 25, Township 32 South, Range 25 East, 631.5 feet east of the N.W. Corner of the east half of the N.W. quarter of said Section 25.

Said strip of land containing 2.69 acres more or less, and being represented by space enclosed within yellow lines on attached blue print which is made a part hereof.

and of which land when so acquired to be used by said railway company as a right-of-way upon which shall be constructed, operated and maintained the said proposed extension of railway as herein before described.

Your Petitioner therefore hereby makes application to your Honor for the appointment of three commissioners having the qualifications prescribed by law to lay off the said line of railway along, over, upon and across the lands and real estate described above, following such route and being of such width as is more definitely set out and described on the certified maps and profiles now on file in the office of said County Clerk as above set forth; that said commissioners have the said route and the said lands carefully surveyed and that they ascertain carefully the quantity of land necessary for the purpose of such right-of-way as aforesaid and that the said commissioners as appointed, shall be required to make the appraisalment and the assessment of damages as required by law and to do and perform all of the acts and things required by law performed by them in the premises.

WHEREFORE, The Kansas City Southern Railway Company, a corporation as aforesaid, does hereby and now respectfully ask and pray that your Honor appoint three commissioners as aforesaid, to appraise and assess the damages arising from or caused by the taking of said strips of land as described above and perform all other acts as required by law.

Dated this 1st day of May, A.D. 1919.

The Kansas City Southern Railway Co.

By

Cyrus Crane  
& W. H. Harrison  
" Its Attorneys



Original compared with record

DIRECT.....  
INDIRECT.....  
GENERAL.....



This instrument was filed for record in  
vol. 7 day of June  
A. D. 1929 at 1 o'clock P.  
and duly recorded in Book 5 Page 442  
By Minnie B. Murray Clerk  
My ..... Day

Property Lines

but

G = 2° 00'  
A = 25° 44'



Pond

NE 1/4 NW 1/4  
T. H. Coyne  
A. D. Hatten  
W. L. Gunning  
Geo. W. Ball  
W. C. Ball  
owners

SE 1/4 NW 1/4  
S. L. Hurlbert

NE 1/4 SW 1/4  
Oscar Bennell

Hedge

Grass

Gra

2.69 Acres

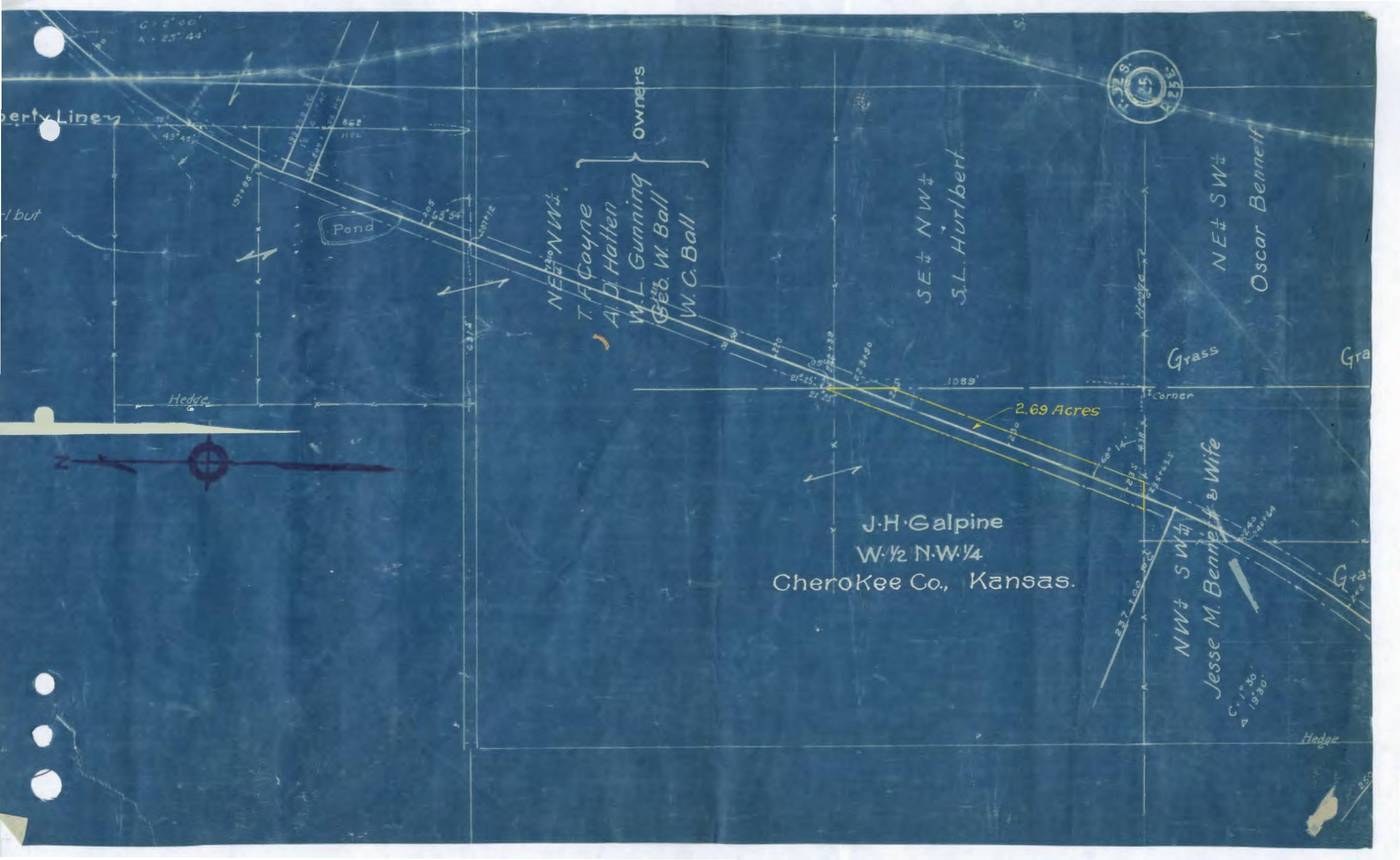
Corner

J. H. Galpine  
W. 1/2 N. W. 1/4  
Cherokee Co., Kansas.

NW 1/4 SW 1/4  
Jesse M. Bennell & Wife

C. 1° 30'  
A. 19° 30'

Hedge



STATE LINE

MISSOURI  
High Five  
88

KANSAS  
CHEROKEE CO.

Orah O'Neil Nichols  
S.E. 1/4 Sec. 24  
East 11.38424 Ac. S.W. 1/4 Sec. 24

4.85 Acres

Property Line

S. L. Hurlbut  
owner

owners  
NE 1/4 NW 1/4  
T. F. Coyne  
A. D. Hatten  
W. L. Gunning  
Geo. W. Ball  
W. C. Ball

Mill Waco Mine  
No. 1.

3180'

32 S.  
24  
R25

Coyne  
Lbr. Yd.



C = 2° 40'  
A = 25° 44'

Hedge

Public Road

Pro. 88

89° 00'

89° 00'

90° 17'

168 + 30 P.

A. Bessie  
Stand to be  
removed

173 + 73

2626

End Rm

Tramway 3

Shaff

Sp. B

210 + 1/2

1 S. 2 1/2 E.

180 + 22 + PC

157 + 85

662

1186

205

150 + 54

207 + 12

231 + 5

21° 25'

Gr

Deed No 3285

AL. F. WILLIAMS

ATTORNEY AND COUNSELOR

SUITE 1, BLISS BUILDING

COLUMBUS, - KANSAS



All that part of a strip of land in the south half of Section 24, Township 33 South, Range 25 East, one hundred (100') feet in width being fifty (50) feet each side of a center line described as follows:

Beginning at a point on the Missouri-Kansas State Line, also being the east line of Section 24, Township 33 South, Range 25 East, 2626 feet north of the southeast corner of said Section 24; thence in a southwesterly direction, at an angle of  $49^{\circ}45'$  to the right, on a tangent a distance of 1189.4 feet more or less; thence in a southwesterly direction on a curve to the left, tangent to last described course, having a radius of 2864.93 feet, a distance of 932.4 feet to a point on the west line of Orah O'Neil Nichols property, said point being 1126 feet, more or less, north of south line of Section 24, Township 33 South, Range 25 East, said west property line being west line of the east 11.38434 acres of the S.W. 1/4 of said Section 24.

Said strip of land containing 4.85 acres, more or less, (and being represented by space enclosed within yellow lines on attached blue print which is made a part hereof.)

All that part of a strip of land in the west half, N.W. quarter of Section 25, Township 33 South, Range 25 East, one hundred (100') feet in width, being fifty (50) feet each side of a center line described as follows:

Beginning at a point on the south line of the N.W. quarter of Section 25, Township 33 South, Range 25 East, 433 feet west of the southeast corner of the S.W. quarter of N.W. quarter of said Section 25; thence in a northeasterly direction on a tangent, extending over and across the north-west quarter of said Section 25, a distance of 2851.5 feet more or less, to a point on the north line of said N. W. quarter of Section 25, Township 33 South, Range 25 East, 631.5 feet east of the N. W. corner of the east half of the N.W. quarter of said Section 25.

Said strip of land containing 2.69 acres more or less, (and being represented by space enclosed within yellow lines on attached blue print which is made a part hereof.)

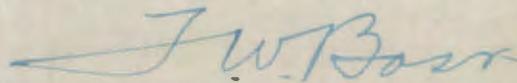
that said commissioners shall according to law, have said land and real estate carefully surveyed and shall ascertain carefully the quantity of land necessary for the said pur-

pose above declared, out of each quarter section or other lot or parcel of land as described herein before and shall appraise the value of such land so taken and shall assess the damages which shall arise by reason of the taking of the same to each different owner thereof separately.

All of which doing and work the said Board of Commissioners shall embody in a written report and shall file the same in the office of the County Clerk, in the County of Cherokee, Kansas.

Said Commissioners are hereby further directed to proceed to perform their duties herein charged upon them in all respects as required by law, and to do and perform all other acts and things required by law to be done and performed by them in the premises.

WITNESS my hand this <sup>3<sup>rd</sup></sup>~~1<sup>st</sup>~~ day of May, A.D. 1919, at my Chambers in the City of Columbus, Cherokee County, Kansas.



---

Judge of the District Court  
of Cherokee County, Kansas.





S.L. Hurbut  
owner

Property Line

pond

NE  $\frac{1}{4}$  NW  $\frac{1}{4}$   
T. H. Coyne  
A. D. Hallen  
W. L. Gunning  
Geo. W. Ball  
W. C. Ball  
} owners

J. H. Galpine  
W.  $\frac{1}{2}$  N. W.  $\frac{1}{4}$   
Cherokee Co., Kansas.

2.69 Acres

NW  $\frac{1}{4}$  SW  $\frac{1}{4}$   
Jesse M. Bennett & Wife

SE  $\frac{1}{4}$  NW  $\frac{1}{4}$   
S. L. Huribert

NE  $\frac{1}{4}$  SW  $\frac{1}{4}$



Deed No 3285

AL. F. WILLIAMS

ATTORNEY AND COUNSELOR

SUITE 1, BLISS BUILDING

COLUMBUS, - KANSAS



REPORT OF CONDEMNATION PROCEEDINGS FOR THE KANSAS  
CITY SOUTHERN RAILWAY COMPANY, FOR ITS PROPOSED LINE  
IN CHEROKEE COUNTY, KANSAS.

\*\*\*\*\*

WHEREAS, The Hon. F. W. Boss, Judge of the District Court of Cherokee County, Kansas, did on the 3<sup>rd</sup> day of May, A. D., 1919, at Chambers in the City of Columbus, in said County and State, upon the written application of The Kansas City Southern Railway Company, a duly chartered and organized railway corporation under the laws of the State of Missouri, and duly authorized to do business as a railway corporation under the laws of the state of Kansas, appointed in writing, the undersigned commissioners to lay off for said company, through the said county of Cherokee, for its proposed line of railway, and along such line of the said proposed railway as located by the said company, a route for for such proposed railway not exceeding one hundred feet in width, except for the purpose of cuttings and embankments it shall be necessary to take more for the proper construction and security of the said railway, thru so much of said county as might be desired by said company, and also such land as might be necessary for side-tracks, depots and work-shops and material for construction, except timber, a right of way over adjacent land land sufficient to enable such company to construct and repair its roads and stations; a full true complete and correct copy of the application filed by said company, and a full, true, complete and correct copy of the order of the said Hon. F. W. Boss, Judge as aforesaid, together with a copy of the oath taken by the undersigned commissioners in connection with the performance of their duties under the said appointment

have been filed for record in the office of the Register of Deeds of Cherokee County, Kansas, as required by law, and duly recorded in Book 5 of Misc at Pages 442, 444, 445 and for convenience are referred to hereby without being set out herein in full.

Whereas, By such appointment, and according to law the said commissioners are required to embody their doings in a written report and file the same in the office of the County Clerk of Cherokee County, Kansas.

Now, Therefore, we the said commissioners so appointed as aforesaid, and acting as such, do hereby record our doings in connection with the work for which we were appointed, and report as follows, :-

That on the 5<sup>th</sup> day of May, A.D., 1919, we duly qualified by taking and subscribing to an oath, a true and correct copy of which is recorded as above set out in the office of the Register of Deeds of Cherokee County, Kansas.

That thereafter and on the 8<sup>th</sup> day of May, A.D., 1919, we caused to be published in the Columbus Weekly Advocate, a newspaper of general circulation, published in the City of Columbus, Kansas, a notice of which the following is a true and correct copy, -

Copy of the notice so published is hereto attached and marked exhibit "A" and hereby referred to for all purposes necessary in connection herewith.

The affidavit of the publisher of the said Columbus Weekly Advocate, the newspaper referred to above is hereto attached, marked exhibit "B" and for all purposes necessary

in connection with this report is made a part hereof;

And the said notice was published for thirty days prior to the time set and fixed therein for the commissioners to act thereunder;

And afterwards, and on the 9th day of June, A.D., 1919, and on the hour and at the place fixed in the said notice, we met and proceeded to lay off such route, side-tracks, depots, etc., all as designed in the said notice so published as aforesaid, thru the county of Cherokee, in the state of Kansas, of the width as specified and along and over the proposed route as located by the said The Kansas City Southern Railway Company, and as shown upon the maps and profiles filed by said railway company in the office of the County Clerk of Cherokee County, Kansas, which said maps and profiles are now and hereby referred to and made a part of this report for the purpose of brevity, having the said land carefully surveyed and ascertaining the quantity of land necessary for such purposes out of each quarter section or lot of ground thru which said route passed or are located, and did appraise the value of such portion of any such quarter section or lot or parcel of land and assess the damages thereto, and when we ascertained that such portion of land taken belonged to different owners we appraised the value and assessed the damages of each of such owners interest, all of which proceedings are fully shown by schedule attached to this report, marked Exhibit "C" and made a part hereof, and we further declare that said proceedings were had under the said notice set out above, on the

4

date fixed therein, to-wit, June 9th, 1919, and at meetings held according to law.

Witness our hands this 9<sup>th</sup> day of June, A.D., 1919.

C.E. Maxwell  
J.D. Averill  
E.W. Youngman  
 Commissioners.

State of Kansas }  
 Cherokee County } ss.

C.E. Maxwell, J.D. Averill and E.W. Youngman of lawful age and being first duly sworn on oath depose and say;

That we are the commissioners above named, that the statements, proceedings and report above set out are true and correct in every particular, so help us God.

C.E. Maxwell  
J.D. Averill  
E.W. Youngman

Subscribed and sworn to before me this 10<sup>th</sup> day of June, A.D., 1919.

My Com. Expires Jan 21-1921 W. Van Zandt Notary Public.

(First published in the Columbus Weekly Advocate, May 8th, 1919.)

**NOTICE OF CONDEMNATION PROCEEDINGS.**

State of Kansas, Cherokee County, ss.:

To Whom it May Concern:

Notice is hereby given that the undersigned Commissioners duly appointed by the Honorable F. W. Boss, Judge of the Eleventh Judicial District in and for Cherokee County, Kansas, will on the 9th day of June, A. D. 1919, at 10:30 o'clock a. m., of said day, meet at The Town of Lawton in Cherokee County, Kansas, and from thence proceed to lay off and condemn along the proposed line of The Kansas City Southern Railway Company, a railway corporation, as located in Cherokee County, Kansas, said proposed line of railway extending from a point located on the Missouri-Kansas State line, being twenty-six hundred and twenty-six feet north of the northeast corner of Section twenty-four (24), Township thirty-two (32) South, Range twenty-five (25) East, in Cherokee County, Kansas, thence running generally in a southwesterly direction to the town of Lawton of said County and State: Said land situated in said County as shown on the map and profile filed in the office of the County Clerk of Cherokee County, Kansas, described and to be used for the purpose of building a railroad thereon, side tracks, depots and work shops of the said The Kansas City Southern Railway Company and for any other purpose necessary to maintain and operate the said railway in said county for the use of said Railway Company, under all conditions and restrictions prescribed by law; to cause the land and route laid off to be carefully surveyed to ascertain the quantity of land for such purpose out of each quarter section or lot of land, through which or over which, the said route is located in said County; to appraise the value of such portion of any such quarter section or lot of land and assess the damages prescribed by law.

You will further take notice that we, the undersigned Commissioners will lay off and condemn a right-of-way for said railway, as the same is proposed to be located over and across the following described real estate situated in the County of Cherokee and the State of Kansas, to-wit:

All that part of a strip of land in the south half of Section 24, Township 32 South, Range 25 East, one hundred (100ft.) feet in width being fifty (50ft.) feet each side of a center line described as follows:

Beginning at a point on the Missouri-Kansas State line, also being the east line of Section 24,

Township 32 South, Range 25 East, 2626 feet north of the southeast corner of said Sec. 24; thence in a southwesterly direction, at an angle of 49 degrees and 45 minutes to the right, on a tangent a distance of 1189.4 feet more or less; thence in a southwesterly direction on a curve to the left, tangent to last described course, having a radius of 2864.93 feet, a distance of 922.4 feet to a point on the west line of Orah O'Neil Nichols' property, said point being 1126 feet, more or less, north of south line of Section 24, Township 32 South, Range 25 East, said west property line being west line of the east 1138424 acres of the Southwest quarter of said Section 24, said strip of land containing 4.85 acres, more or less.

All that part of a strip of land in the west half, Northwest quarter of Section 25, Township 32 South, Range 25 East, one hundred (100ft.) feet in width, being fifty (50ft.) feet each side of a center line described as follows:

Beginning at a point on the south line of the Northwest quarter of Section 25, Township 32 South, Range 25 East, 438 feet west of the southeast corner of the Southwest quarter of the Northwest quarter of said Section 25; thence in a northeasterly direction on a tangent, extending over and across the Northwest quarter of said Section 25, a distance of 2851.5 feet more or less, to a point on the north line of said Northwest quarter of Section 25, Township 32 South, Range 25 East, 631.5 feet east of the Northwest corner of the east half of the Northwest quarter of said Section 25, said strip of land containing 2.69 acres more or less.

We will meet at The Town of Lawton on the date and hour hereinbefore set out and will proceed to condemn and appraise the value of the above parts and parcels of ground taken for use in the construction of The Kansas City Southern Railway Company's line as above set forth, provided the same has not been acquired by donation or purchase by the said The Kansas City Southern Railway Company on or before the date last above mentioned and we will lay off and condemn the same on the said date and in the event we are not able to finish our labors in this behalf on said day, we will adjourn from time to time until said work is completed.

Witness our hands this 6th day of May, A. D. 1919.

C. E. MAXWELL,  
J. P. AVERILL,  
E. W. YOUNGMAN,  
Commissioners.

**AFFIDAVIT OF PUBLICATION.**

STATE OF KANSAS, }  
Cherokee County, } ss.

N. W. Huston, of lawful age, being first duly sworn, deposes and saith that he is the publisher and editor of THE COLUMBUS ADVOCATE, a weekly newspaper, regularly printed and published in the city of Columbus, county of Cherokee, state of Kansas, and of general circulation in said county and which said newspaper has been so continuously and uninterruptedly printed and published in said county during the period of fifty-two consecutive weeks immediately prior to the first publication of the notice hereinafter mentioned, and that a notice, of which a true copy is hereunto attached, was printed and published in the regular and entire issue of each number of said

weekly newspaper for 5 consecutive weeks, viz:

May 8-15-22-29  
and June 5, 1919.

the first publication being made as aforesaid on the 8th of May 1919.

And affiant further says that he has personal knowledge of the statements above set forth, and that they are true.

*N. W. Huston*

Subscribed in my presence and sworn to before me this 7th day of June, 1919.

*Fred Stunkin*  
Clerk of the District Court.

By *Steph M. Graham*  
Deputy.



NO. ....

### Proof of Publication

Filed June 9 1917

*Anna M. Peterson*  
c. clerk



Great Mer

EXHIBIT "E"  
\*\*\*\*\*

We found on the day appointed for the appraisalment that there were two (2) parcels or plots of ground thru which the proposed route of The Kansas City Southern Railway Company extension in Cherokee County, Kansas, ran and over which said line and extension was to be constructed that had not been acquired by purchase or donation and over which said Railway Company had been unable to secure a right of way.

In the following report we have referred to the plots and parcels by number and have set out the name of the owner or owners so far as we have been able to ascertain the same, the description of the land taken, giving the number of the section township and range and the quarter section thru which the line proposed runs; also giving a detailed description of the particular strip or parcel of land condemned for right of way purposes; the amount of land taken; the value of the land taken; the amount of damages to the land not taken; the damages to crops, buildings, and other property; and the total amount of damages awarded; general remarks, if any, on each parcel or plot appraised.

PLOT No. 1.

OWNER OR OWNERS.

Orah O'Neil Nichols

GENERAL DESCRIPTION OF LAND THRU WHICH RIGHT OF HAY RUNS.

A strip of land one hundred feet in width in the south half of Section No. 34, Township No. 33, south, Range No. 35, east sixth P.M. in Cherokee County, Kansas.

PARTICULAR DESCRIPTION OF RIGHT OF HAY.

Beginning at a point on the Missouri-Kansas State Line, also being the east line of Section No. 34, Township No. 33, south, Range No. 35, east, in Cherokee County, Kansas, 3626 feet north of the southeast corner of said Section No. 33;

Thence in a southwesterly direction, at an angle of 49° 45' to the right, on a tangent a distance of 1189.4 feet more or less; thence in a southwesterly direction on a curve to the left, tangent to last described course, having a radius of 3864.93 feet, a distance of 923.4 feet to a point on the west line of Orah O'Neil Nichols property, said point being 1136 feet, more or less, north of south line of Section No. 34, Township No. 33, south, Range No. 35 east, said west property line being west line of the east 11.38434 acres of the S.W.  $\frac{1}{4}$  of said Section 34, said strip of land containing 4.85 acres, more or less.

AMOUNT OF LAND TAKEN.

Four and eighty-five one-hundredths acres (4.85).

VALUE OF LAND TAKEN.

\$ 291.00

AMOUNT OF DAMAGES TO LAND NOT TAKEN.

\$ 350.00

DAMAGES TO CROPS, BUILDINGS, ETC.

TOTAL AMOUNT OF DAMAGES.

\$ 641.00

REMARKS.

P L O T No. 3.

OWNER OR OWNERS.

J. H. Galpine

GENERAL DESCRIPTION OF LAND THRU WHICH RIGHT OF WAY RUNS.

A strip of land one hundred feet in width in the west half of the north-west quarter of Section No. 35, Township No. 33 south, Range No. 25, east, sixth P.M. in Cherokee County, Kansas.

PARTICULAR DESCRIPTION OF RIGHT OF WAY.

Beginning at a point on the south line of the N.W. 1/4 of Section No. 35, Township No. 33, south, Range No. 25, east in Cherokee County, Kansas, 438 feet west of the southeast of the S.W. 1/4 of the N.W. 1/4 of said Section No. 35; thence in a northeasterly direction on a tangent, extending over and across the northwest quarter of said Section No. 35, a distance of 3851.5 feet more or less, to a point on the north line of N.W. 1/4 of Section No. 35, Township No. 33, south, Range No. 25 east, 631.5 feet east of the N.W. corner of the east half of the N.W. 1/4 of said Section 35, said strip of land containing 2.69 acres, more or less.

AMOUNT OF LAND TAKEN.

Two and sixty-nine one-hundredths acres.  
(2.69 acres)

VALUE OF LAND TAKEN.

\$ 201.75

AMOUNT OF DAMAGES TO LAND NOT TAKEN.

\$ 250.

DAMAGES TO CROPS, BUILDINGS, ETC.

V

TOTAL AMOUNT OF DAMAGES.

\$ 451.75

REMARKS.

10

25-32-23

Deed No. 3239

10 25-32-25

Deed No. 3239

DIRECT	✓
INDIRECT	✓
NUMERICAL	✓

H. S. L. B. [unclear]

K. C. Mo

100

Plot 3<sup>00</sup>

W A R R A N T Y   D E E D

THIS INDENTURE, made this 31st day of May, 1919, by and between Jesse M. Bennett and Jessie N. Bennett, husband and wife, of Cherokee County, in the State of Kansas, parties of the first part, and The Kansas City Southern Railway Company, a corporation of the State of Missouri, party of the second part, WITNESSETH: that--

The said parties of the first part in consideration of the sum of Six Hundred Dollars (\$600.00) to them duly paid (the receipt of which is hereby acknowledged) do by these presents sell and convey unto the said party of the second part, its successors and assigns, all the grantors' interest in the following described lot, tract or parcel of land, lying, being and situate in the County of Cherokee and State of Kansas, to-wit:

All that part of a strip of land lying in the northwest quarter (N. W.  $\frac{1}{4}$ ) of the southwest quarter (S. W.  $\frac{1}{4}$ ) of Section twenty-five (25), Township thirty-two south (32 S.), Range twenty-five East (25 E.), one hundred (100) feet in width, being fifty (50) feet on each side of a center line described as follows:

Beginning at a point on the north line of the northwest quarter (N. W.  $\frac{1}{4}$ ) of the southwest quarter (S. W.  $\frac{1}{4}$ ), of said Section twenty-five (25), said point being four hundred thirty-eight (438) feet west of the northeast (N. E.) corner of the northwest quarter (N. W.  $\frac{1}{4}$ ) of the southwest quarter (S. W.  $\frac{1}{4}$ ) of said Section twenty-five (25); thence in a southwesterly direction on a tangent making a southwest angle of sixty-eight (68) degrees, fourteen (14) minutes, with the north line of the northwest quarter (N. W.  $\frac{1}{4}$ ) of the southwest quarter (S. W.  $\frac{1}{4}$ ) of said Section twenty-five (25) a distance of one hundred thirty-six and five tenths (136.5) feet more or less; thence southwesterly on a curve to the right tangent to the last described course, having a radius of three thousand eight hundred nineteen and eighty-three hundredths (3,819.83) feet, a distance of thirteen hundred (1,300) feet; thence in a southwesterly direction tangent to last described course a distance of one hundred twenty-two and five tenths (122.5) feet more or less to the south line of the northwest quarter (N. W.  $\frac{1}{4}$ ) of the southwest quarter (S. W.  $\frac{1}{4}$ ) of said Section twenty-five (25), eighty-five (85) feet east of the southwest corner thereof; said tract containing three and fifty-eight hundredths (3.58) acres more or less, and being represented by space enclosed within yellow lines on the attached blue print which is made a part hereof.

J-52749

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, as a railroad right of way. And the said Jesse M. Bennett and Jessie N. Bennett, his wife, for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all other and former grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what nature or kind soever, by, through or under said parties of the first part; and that they will warrant and forever defend said interest unto the said party of the second part, its successors and assigns against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through, or under the parties of the first part; reserving, however, all of the mineral lying beneath the surface of said tract, and the right to mine or remove the same; provided that sufficient pillars and supports are left to support the ground and prevent the surface from caving or falling in or endangering the operation of trains on the said right of way; and provided further that no shafts shall be sunk or the surface of the ground broken on said right of way.

The grantee herein agrees to make and maintain a suitable farm crossing at some convenient point on said strip of land satisfactory to grantors.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Jesse M. Bennett (SEAL)

Jessie N. Bennett (SEAL)



STATE OF Missouri }  
COUNTY OF Jasper } SS.

On this 31st day of May, 1919,  
before me, Beulah Magoon Nee Appleman, a notary public in  
and for said county, personally appeared Jesse M. Bennett  
and Jessie N. Bennett, his wife, to me known to be the  
persons described in and who executed the foregoing instru-  
ment, and acknowledged that they executed the same as their  
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in Carl Junction, Mo.  
the day and year first above written.

Beulah Magoon Nee Appleman  
Notary Public

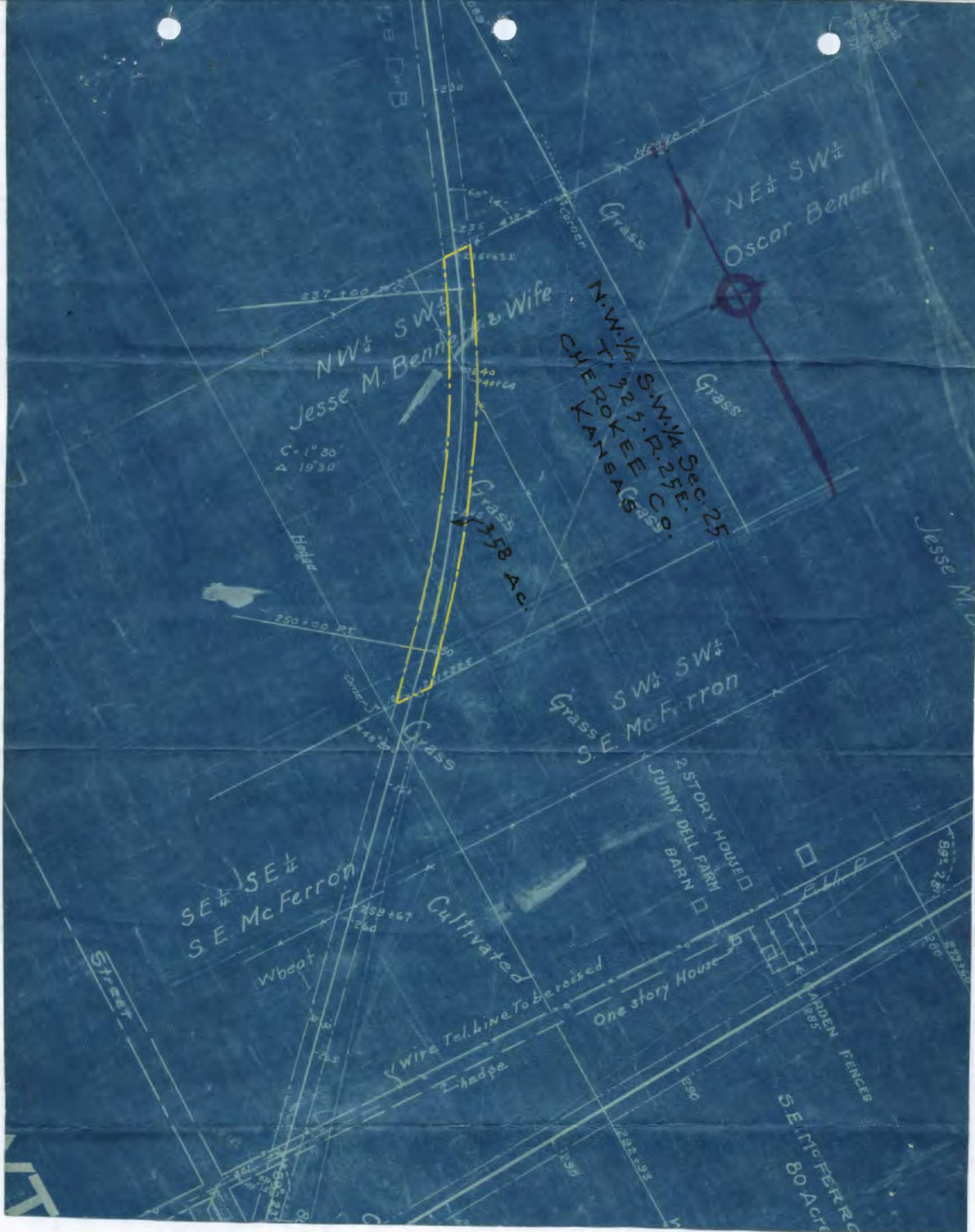


My term expires January 29, 1922.

Approved

J. M. Bennett

As to description



NW 1/4 SW 1/4  
Jesse M. Bennet & Wife

NE 1/4 SW 1/4  
Oscar Bennet

N.W. 1/4 S.W. 1/4 Sec. 25  
CHEROKEE & KANSAS CO.

SW 1/4 SW 1/4  
Grass E. McFerron

SE 1/4 SE 1/4  
S.E. McFerron

Cultivated  
Wire Tel. line to be raised  
Hedge

2 STORY HOUSE  
JUNNY DELL FARM  
BARN

One story House

ARDEN FENCES  
S.E. McFERRON  
80 Acre

3.58 Ac.

C-1° 30'  
A 19° 30'

Street

Wheat

Grass

Grass

Grass

Jesse M. D.

250+00 FT

230

235 430

235 430

240 400 CA

250+00 FT

240 400 CA

259+67

260

250+00 FT

891 2 68

891 2 68

250+00 FT

222 195

250

261

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QUIT CLAIM DEED

THIS INDENTURE, made this 17 day of August, 1922, between the Kanok Metals Company, a corporation of Denver County, State of Colorado, party of the first part, and The Kansas City Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri, party of the second part, WITNESSETH:

That the said party of the first part, in consideration of One and no/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND QUIT-CLAIM unto said party of the second part, its successors and assigns, all the following described real estate situated in the County of Cherokee, State of Kansas, to-wit:

A triangular tract of land being that portion of the Northeast Quarter Southwest Quarter, Section 16, lying west of a line 50 feet east of the following described center line across the Northeast Quarter Southwest Quarter, Section 16, Township 33 South, Range 25 East, Cherokee County, Kansas: Beginning at a point on the north line of the Northeast Quarter Southwest Quarter Section 16, 40 feet east of the northwest corner of said quarter quarter section; thence southwesterly 125 feet to the east line of said quarter quarter section. Area 0.29 acre, as indicated in yellow on the attached blue print which is made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining so long as the said tract of land shall be used as a railroad right of way.

The party of the first part reserves all the mineral lying beneath the surface of the ground, and the right to mine and remove the same, provided mining operations can be and are conducted so as not to endanger persons or the tracks, structures, trains, engines, cars or other property on said right of way. Pillars shall be left, and any other necessary supports provided or precautions taken to furnish permanent and adequate support for the surface of the ground so as to keep the same from falling in, subsiding or otherwise en-

dangering persons or property on the said right of way. No shafts shall be sunk on the right of way above described.

IN WITNESS WHEREOF the said party of the first part has caused this instrument to be signed by its President and its seal to be hereunto affixed, the day and year first above written.

KANOK METALS COMPANY,

By F. M. Woods  
President.

STATE OF COLORADO }  
COUNTY OF El Paso } ss.

Before me a Notary Public, in and for said county and state, on this 19<sup>th</sup> day of August, A. D. 1922, personally appeared F. M. Woods, to me known to be the identical person who subscribed the name of the grantor thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Christine V. Hill  
Notary Public.

My commission expires July 7<sup>th</sup> 1923.

STATE OF KANSAS, )  
Charlottesville County,

This instrument was filed for record on  
the 18 day of Sept  
A. D., 1922, at 8 o'clock a.m.  
and duly recorded in Book 101 Page 318

Sadie Barr  
Reg. of Deeds  
Deeds



Phillips.  
Lessees.

B.F.  
Phillips.

~~IN FULL~~  
~~AS PER DEED of 1st Dec 1880~~  
Kanok Metals Co.

2 5.Fr. (old)

S.A. Stuckey.



2° 01' C. 116° 43'  
19° 07'

9+489 EC  
15. 21° 12'  
10+688 PT

530

533+62  
530

I. K. C. Sou. No. 3416

Original compared with record

DIRECT ✓  
INDIRECT.....  
NUMERICAL ✓

No 1127 Oct 1922 155  
A. J. K 1077

I. K. C. Sou. No. 3416

Deed No. 3759

COPIED

DIRECT

INDIRECT

NUMERICAL

Original compared with record

Entered in Transfer  
Record in my office this  
8<sup>th</sup> day of March, 1928.  
J. C. Atkinson  
County Clerk  
per E. H.

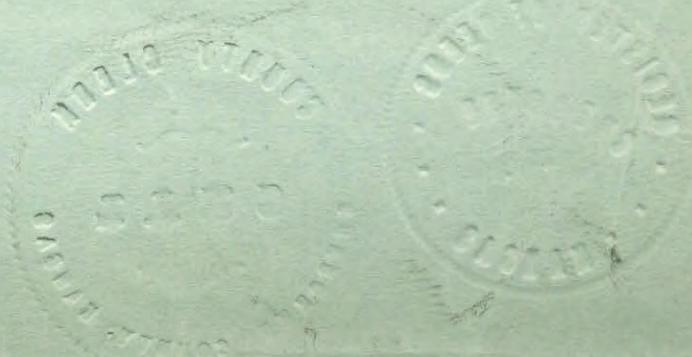
State of Kansas, Charles County  
The Government was filed for  
the 10<sup>th</sup> day of March 1928  
830 a.m. 8  
in Book 115 Page 248  
Daisy R. K. [unclear]  
Register of Deeds  
Deputy

AFF K. 2539

Vs 1364728

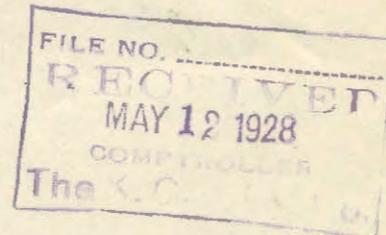
K. C. Southern Ry. Co.

Deed No. 3759



POSTED ON	
G. M. Profile No.	.....
Station Plan No.	1069-3
Side Track Record	.....
Valuation Map No.	K.C.S. K-3, 2
Bridge Record	.....
Fence Record	.....
Crossing Record	.....
Lease Record	.....
Industry Track Record	.....
Pipe Line Record	.....
Wire Crossing Record	.....
Insurance Record	.....
Insurance Schedule	.....
Building Record	.....
Date	5-8-28
	K.H.S.

Pittsburg, Kansas, May 11, 1928



Mr. L. J. Hensley, Comptroller,  
Kansas City,

Dear Sir:

This acknowledges receipt of the Chief  
Engineer's letter of the 9th, his file 13227-3, en-  
closing to you Deed No. 3759, covering land in Cherokee  
County, Kansas.

Yours truly,

s-m

cc--Mr. A. N. Reece,

*Comptroller*

THE KANSAS CITY SOUTHERN RAILWAY CO.  
KANSAS CITY, MO.

A. N. REECE,  
CHIEF ENGINEER

May 9, 1928

13227-3

*JHR*

*5/9/28 AFE K 2539*

*Vol 1364 2/28*

*#434<sup>00</sup>*

*JHR*

FILE NO. \_\_\_\_\_  
**RECEIVED**  
MAY 10 1928  
COMPTROLLER  
The K. C. S. Ry. Co.

Mr. L. J. Hensley,  
Comptroller.

Dear Sir:

For final disposition please find attached Deed No. 3759 wherein H. E. Huttig et al convey to The Kansas City Southern Railway Company 2.17 acres of land in Section 3, Township 33 south, Range 25 east, Cherokee County, Kansas, just south of Cow Creek on the Asbury-Lawton Line.

To Mr. Lank's copy of this letter we are attaching partial print of drawing No. 1069-3 showing the property acquired. This transaction is covered by AFE K-2539.

Kindly acknowledge receipt.

*5/10/28*  
yours truly,

*A. N. Reece*

Copy to:

- Mr. W. N. Deramus,
- Mr. E. H. Holden,
- Mr. A. Leckie,
- Mr. V. V. Kirkpatrick,
- Mr. O. Cornelisen,
- Mr. W. J. Lank.

a-3.c.  
12/24/27

WARRANTY DEED.

THIS INDENTURE, Made this 23<sup>rd</sup> day of February,

A. D., One Thousand Nine Hundred Twenty-eight by and between  
H. E. Huttig, a single man, of Cherokee County, in the State of Kansas;  
F. J. Huttig and Dolly M. Huttig, his wife, of Dade County, in the  
State of Florida; William Huttig, Jr., of the County of Jackson, in  
the State of Missouri; J. W. Barnes and Mary M. Barnes, his wife, of  
the County of Cherokee, in the State of Kansas, parties of the first  
part, and The Kansas City Southern Railway Company, a corporation  
organized and existing under the laws of the State of Missouri, party  
of the second part, WITNESSETH, That:

Said parties of the first part, in consideration of the  
sum of Four Hundred Thirty-four and No/100 (\$434.00) ----- Dollars,  
the receipt of which is hereby acknowledged, do by these presents, Grant,  
Bargain, Sell and Convey unto the said party of the second part, its suc-  
cessors and assigns, all the following described real estate, situated  
in the County of Cherokee and State of Kansas, to-wit:

A strip of land fifty (50) feet in width and eighteen hun-  
dred ninety (1890) feet, more or less, in length across  
the Northeast Quarter (NE $\frac{1}{4}$ ) Northeast Quarter (NE $\frac{1}{4}$ ) and  
the Northwest Quarter (NW $\frac{1}{4}$ ) Northeast Quarter (NE $\frac{1}{4}$ ) of  
Section Three (3), Township Thirty-three (33) South,  
Range Twenty-five (25) East, Cherokee County, Kansas, the  
southeasterly side of said strip being parallel to and  
fifty (50) feet northwesterly from the center line here-  
inafter described of the present main track of The Kansas  
City Southern Railway Company known as the Asbury-Lawton  
Branch, said southeasterly side also being coincident with  
the northwesterly side of the present one hundred (100)  
foot right of way as conveyed to said Railway Company by  
warranty deed dated June 8, 1923, and recorded July 3,  
1923, in Book 101, Page 485, of the Cherokee County, Kan-  
sas, records.

Said center line of main track is described as follows:  
Beginning at a point in the north line of said Northeast  
Quarter (NE $\frac{1}{4}$ ) Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Three

APPROVED AS TO DESCRIPTION

*A. L. Seace*  
Chief Engineer

Said strip extending from the north line of said Northeast Quarter (NE $\frac{1}{4}$ ) Northeast Quarter (NE $\frac{1}{4}$ ) to the south line of said Northwest Quarter (NW $\frac{1}{4}$ ) Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Three (3) contains 2.17 acres, more or less, as shown outlined in yellow on map attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. And said parties of the first part, for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever; and that they will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

W. A. Kuttig

J. H. Kuttig

Walter M. Kuttig

X

William Kuttig

STATE OF KANSAS )  
COUNTY OF CHEROKEE ) SS.

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of January,  
A. D., 1928, before me, the undersigned, a Notary Public in and for  
said County and State, came H. E. Huttig, a single man, who is person-  
ally known to me to be the same person who executed the within instru-  
ment of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed my official seal the day and year last above written.



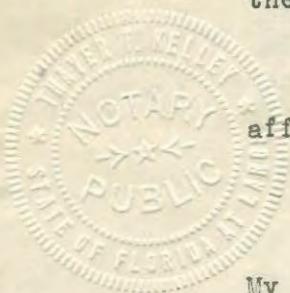
Lenoir Baird  
Notary Public.

My Commission expires January 25<sup>th</sup>, 1928.

STATE OF FLORIDA )  
COUNTY OF DADE ) SS.

BE IT REMEMBERED, That on this 11<sup>th</sup> day of February,  
A. D., 1928, before me, the undersigned, a Notary Public in and for  
said County and State, came F. J. Huttig and Dolly M. Huttig, his wife,  
who are personally known to me to be the same persons who executed the  
within instrument of writing, and duly acknowledged the execution of  
the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed my official seal the day and year last above written.



Hayer J. Kelley  
Notary Public.

Notary Public for the State of Florida at Large  
My Commission Expires Nov. 1, 1929.  
My Commission expires: \_\_\_\_\_, 1929.

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS.

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of Feb,  
A. D., 1928, before me, the undersigned, a Notary Public in and for  
said County and State, came William Huttig, Jr., a single man, who is  
personally known to me to be the same person who executed the within



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Harry B. Lapmeyer  
Notary Public

My Commission expires Feb-5-, 1931.

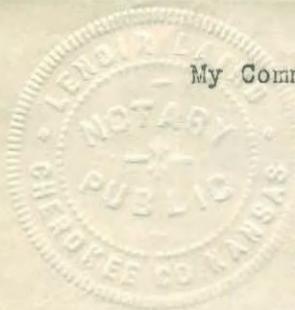
STATE OF KANSAS )  
COUNTY OF CHEROKEE ) SS.

BE IT REMEMBERED, That on this 23 day of January A. D., 1928, before me, the undersigned, a Notary Public in and for said County and State, came J. W. Barnes and Mary M. Barnes, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

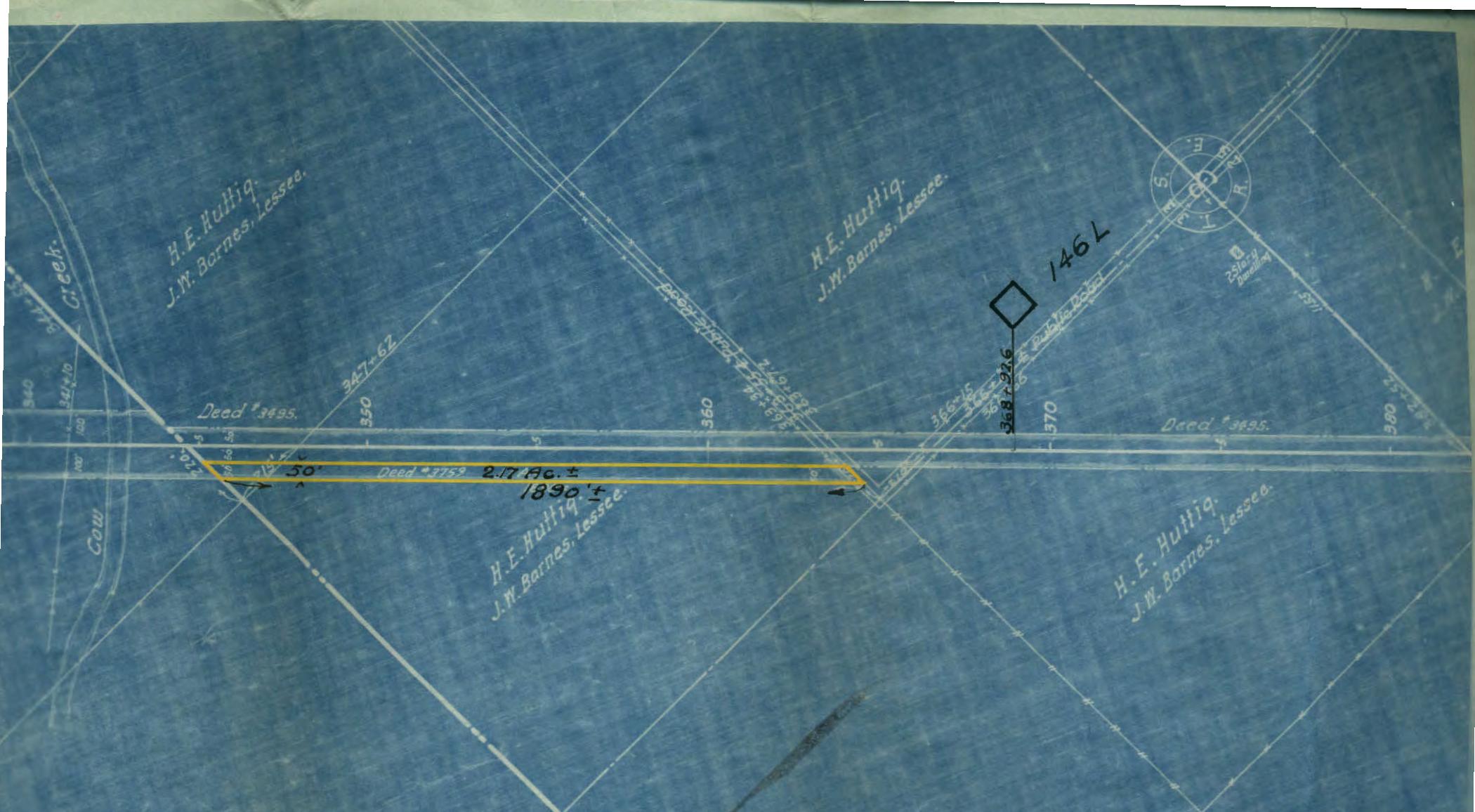
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Lenoir Laird  
Notary Public.

My Commission expires January 25, 1928.







**EXHIBIT A**

**THE KANSAS CITY SOUTHERN RY. CO.**  
 Prop. Additional Right of Way to be  
 acquired from H.E. Huttig et al on  
 Asbury-Lawton Branch

DRAWN BY  
 TRACED BY *R.H.*  
 CHECKED BY  
 CORRECT:  
 CHIEF DRAFTSMAN

DRAWING No.  
 1069-3

OFFICE OF  
 CHIEF ENGINEER  
 KANSAS CITY, MISSOURI  
 DATE 12-27-27  
 SCALE 1"=400'

APPROVED

CHIEF ENGINEER.

KANSAS ACKNOWLEDGMENT

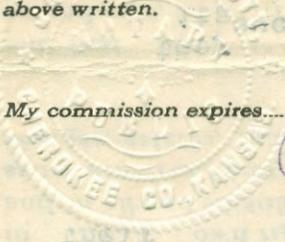
STATE OF KANSAS }  
County of CHEROKEE } ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of June A. D., 1923  
before me, the undersigned, a Notary Public in and for said County and State, came  
William T. Peters and Bethiah B. Peters his wife  
who are personally known to me to be the same person, who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

James H. Elliott  
Notary Public

My commission expires July 12<sup>th</sup> 1923



KANSAS ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_  
before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

My commission expires \_\_\_\_\_ 19\_\_\_\_

Original compared with record

COPIED DIRECT INDIRECT  
NUMERARILY Deed

FROM  
William T. Peters  
and wife.  
TO  
The Kansas City Southern  
Railway Co.

Entered in Transfer Record in my  
office this 22<sup>nd</sup>  
day of June 1923

J. H. Whitmore  
Notary Public  
Cherokee County, Kansas

Received for Record on the 22<sup>nd</sup>  
day of June 1923, at 8 o'clock  
P. M., and duly Recorded in Book  
106 of Deeds at Page 430

Lora Whitmore  
Register of Deeds.



# Kansas Warranty Deed

This Indenture, Made this *Twentieth* day of *June*, A. D., One Thousand  
Nine Hundred Twenty-Three by and between

William T. Peters and Bethiah B. Peters his wife

of Cherokee County, in the State of Kansas, parties of the first part and

The Kansas City Southern Railway Company, a corporation organized and doing business under the laws of the State of Missouri,

of -----County, in the State of----- party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of EIGHT HUNDRED AND 00/100 -----DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and successors Convey unto the said party of the second part, its heirs and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the S 50 rods of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 31, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the S 50 rods of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 31, 348 feet west of the northeast corner of said fractional part of said  $\frac{1}{4}$   $\frac{1}{4}$  section; thence southwesterly 856 feet to a point on the south line of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  said Sec, 31, 578 feet west of the southeast corner said  $\frac{1}{4}$   $\frac{1}{4}$  section; area 1.96 acres; as enclosed in yellow lines on attached blueprint which is made a part hereof.

Subject to a certain mining lease to Chanute Spelter Co. dated Oct. 25, 1918, recorded December 12, 1918, in the records of Cherokee County, Kansas in Book H, page 581.

Subject also to a mortgage to the Deming Investment Company dated September 12, 1922, recorded October 14, 1922, in the records of Cherokee County, Kansas, Book 83, page 420.

Subject also to a mortgage to the Deming Investment Company dated September 12, 1922, recorded October 14, 1922, in the records of Cherokee County, Kansas, in Book 83, page 419.

Subject also to a mortgage to James H. Elliott dated December 26, 1922, recorded December 26, 1922, in the records of Cherokee County, Kansas, in Book 82, page 563.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

*William T. Peters,*  
*Bethiah B. Peters*



Approved as to form & execution, A. J. Smith, C.S.

Minnie Lennon  
~~E.P. Schramm~~  
Chanute Spelter Co. Lessee.

Barn.  
Barn.  
2 S. Fr.

2°00' C. Δ 15°36'  
Δ 18°00'

682+86.2 P.S.  
15. Δ 112'  
684+06.2 P.C.  
682+86.2 I.C.  
15. Δ 112'  
684+06.2 P.T.

686+72 & Road 7

15. Fr.  
Barn.

687+46  
34.5 & Road to & Prop. Track

697+88  
348'

700

706+18  
706+70  
706+44 & Public Road

C.M. Walker.  
Victor Rakowsky  
et al, Lessees.

J.O. Corey.

Carrie M. Walker.  
Victor Rakowsky  
et al, Lessees.

R.T. Bradford.  
Victor Rakowsky  
et al, Lessees.

W.T. Peters.  
Chanute Spelter Co. Lessee.

Myrtle W



Deed No. 4497-R

GUARDIAN'S DEED  
dated October 29, 1923

FROM:

MARY E. MORRISON as Guardian of the  
estate & person of Rachel Campbell.

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

This indenture, made this 29th day of October 1923 between Mary E. Morrison as Guardian of the estate and person of Rachel Campbell, a feeble minded person, and a widow of Cherokee County, State of Kansas, party of the first part, and The Missouri, Oklahoma & Gulf Railroad Company, a Kansas railroad corporation, party of the second part:

Witnesseth, That the said party of the first part, by virtue of an order of sale made and issued by the Probate Court of Cherokee County, State of Kansas, and dated the 11th day of October 1923, has sold to the said party of the second part the real property hereinafter described, in conformity to law and to said order of sale, for the sum of \$1421.75 Dollars, which sum is more than three-fourths of the appraised value of said real property; and said Court has duly approved and confirmed said sale, and ordered the party of the first part to make a deed for said premises so sold to the said purchaser.

Now therefore, in consideration of the sum of \$1421.75 Dollars, and by virtue of the powers in her vested by law and the aforesaid orders of said Court, the said party of the first part, as Guardian as aforesaid, does hereby grant, bargain, sell and convey, unto the said party of the second part, its successors, heirs and assigns, forever, all the right, title and interest of the said

Rachel Campbell, a feeble minded person, (and a widow) in and to all of the following described real property, situated in Cherokee County, State of Kansas, to-wit:

A strip of land extending over, through and across the N. W. 1/4 of the N. W. 1/4 of Section 36 T. 34 S. R. 24 E. Said strip of land being more particularly described as follows:

Beginning at a point in the north line of said forty acres at a distance of 1204 feet East from the Northwest corner of said Section 36 where the width at said beginning point is 37.6 feet on the West and 92.4 feet on the east thereof, being a total width of 130 feet, and being adjacent to and on the West side of the wagon road as said wagon road is laid out and fenced; thence from said beginning point bearing S. 10 - 57' E. a distance of 1339.23 feet, more or less to a point in the south line of said forty acres at a distance of 1224.6 feet east from the S.W. corner of said forty acres, where the width on the west of said line is 166.7 feet, and a width of 73.3 feet on the east side of said line, being a total width of 240 feet, the east line of said strip being the same as the fence line along the west side of the wagon road, as the same is laid out and fenced. Containing 5 and 687/1000 acres, more or less.

To Have and to Hold the above granted premises, together with the appurtenances, unto the said party of the second part, its successors, heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set her hand, the day and year first herein written.

Mary E. Morrison Guardian of the estate and person of Rachel Campbell, a feeble minded person

STATE OF KANSAS, } ss. Cherokee County

Be it remembered, that on this 29th day of October 1923 before me, the undersigned a Notary Public in and for said county and state, came Mary E. Morrison, Guardian of the estate and person of Rachel Campbell, a feeble minded person who is personally known to me to be the same person who executed the foregoing deed, and duly acknowledged the execution of the same.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

John H. Hamilton Official Title Notary Public

My Commission Expires March 8, 1924

STATE OF KANSAS, }  
Cherokee County } ss.

Be it remembered, that on this 29<sup>th</sup> day of October, 1923, the within and foregoing Deed was returned to this Court, and in open Court the sale of the premises therein described and the said Deed were approved and confirmed by the Court.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said Court, on the day and year last above written.

John H. Hamilton  
Probate Judge.



Original compared with record  
COPIED.....

DIRECT

INDIRECT

**GUARDIAN'S DEED**

Rachel Campbell

by

Mary E. Morrison  
Guardian.

to

The Missouri, Oklahoma  
& Gulf Railroad Company

Entered in Transfer Record in my office, this

15 day of November, 1923

E. P. Ralston

County Clerk.

Robert H. Freeman  
Fee 10

State of Kansas, Cherokee County, ss.

This instrument was filed for record on the

15 day of Nov., 1923

at 420 o'clock P m., and duly recorded in

Book 96 on page 88

Fee \$ 1.00

Lora Peterson

Register of Deeds.



K. O. & G. Deed No. 2069

Parcel #4

Deed No. 4497-QQ

:

QUIT CLAIM DEED FOR RIGHT OF WAY  
dated December 11, 1912

FROM:

JOHN A. CREIGHTON REAL ESTATE COMPANY

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

Valuation No 8

20

Tract No. 484.

20

*WJ*

QUIT CLAIM DEED FOR  
RIGHT OF WAY

2-35-24

From

Creighton Realty Company,  
John M. Daugherty & Clara C.  
Daugherty, his wife

To

Missouri, Oklahoma & Gulf  
Railroad Company.

Block 5 - Parcel 4

STATE OF KANSAS, )  
Cherokee County, )

This instrument was filed for record on  
the 14 day of June  
A. D. 1913 at 78 o'clock P.  
and duly recorded in Book 400  
Page 100  
By Jones & Co. Reg. of Deeds.  
My        Day.

7 Nov 20  
Entered in TRANSFER RECORD in  
my office this 18 day of June  
1913 Emerson Hall  
B. C. MacGarrison  
County Clerk  
Deputy

Return to E. R. Jones,  
Muskogee, Okla.

Parcel #3

1307 K. O. & G. Deed No. 1307

QUIT CLAIM DEED FOR RIGHT OF WAY.

4497-QR

THIS INDENTURE, Made this 11<sup>th</sup> day of December

A. D. 1 912, by and between THE JOHN A. CREIGHTON REAL ESTATE COMPANY, a Corporation, organized under the laws of the State of Nebraska, and John M. Daugherty and Clara C. Daugherty, husband and wife, of the County of Douglas, State of Nebraska, parties of the first part, and The Missouri, Oklahoma & Gulf Railroad Company, a corporation organized under the laws of the State of Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Three Hundred and Nineteen and 50/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and quit claim unto the said party of the second part, its successors and assigns forever, the following described real estate and premises, to wit: a strip, belt or piece of land 100 feet in width, extending over and across SE 1/4 SE 1/4 SE 1/4 & S1/2 NE1/4 SE 1/4 SE 1/4 of Section 2, Township 35 S, Range 24 East, situate in Cherokee County, State of Kansas, particularly described as follows, to-wit:

Said right of way being a strip of land one hundred feet in width, ~~1,8,~~ fifty feet on each side of and immediately adjacent and parallel to the center line of the Missouri, Oklahoma & Gulf Railroad; said center line entering the SE 1/4 SE 1/4, Section 2, on its south line at a point about 170 feet west of the southeast corner thereof; running thence northerly on a straight line to the north line of the S1/2 NE1/4 SE 1/4 SE 1/4, of said section, at a point about 100 feet west of the northeast corner of said subdivision.

Also an additional strip of right of way extending from points opposite station 4913+50 of said center line northerly to the north line of said subdivision, said strip including all the ground north of said station lying between the easterly right of way line and the east line of said subdivision.

All the above described right of way containing 2.84 acres of land, more or less, Subject to taxes for the year 1912 and all subsequent taxes.

THE JOHN A. CREIGHTON REAL ESTATE CO.

Witness. Alfred Thomas

BY John A. Kelly  
President

Witness. H.H. Ballard {

John M. Daugherty  
Clara C. Daugherty

ACKNOWLEDGMENT.

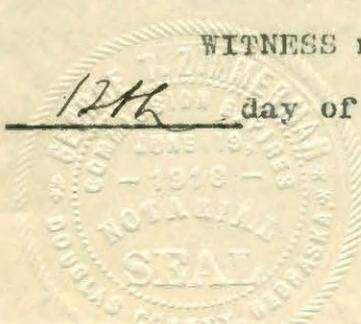
QUIT CLAIM DEED TO THE MISSOURI,  
OKLAHOMA & GULF RAILROAD COMPANY.  
ATTACHED HERETO.

STATE OF NEBRASKA )  
DOUGLAS COUNTY. ) SS

Before me George T Zimmerman a Notary Public in and  
for said County and State, on this 12th day of December  
1912, personally appeared John C. Kelly, President of The  
John A. Creighton Real Estate Company, and John M. Daugherty and  
Clara C. Daugherty, to me known to be the identical persons who  
executed the within and foregoing instrument, and acknowledged  
to me that they executed the same as their free and voluntary act  
and deed for the uses and purposes therein set forth, and the  
free and voluntary act and deed of said corporation.

WITNESS my hand and seal as such Notary Public on this

12th day of December 1912.



George T Zimmerman  
Notary Public.

My Commission Expires June 19 1918

K. G. Southern Ry. Co.

Deed No. 3975

Vol 1234 438-17  
C.R.

Cont 13389

POSTED ON

G. M. Profile No. \_\_\_\_\_  
Station Plan No. 282-34  
Side Track Record \_\_\_\_\_  
Valuation Map No. KCS K-3, 1  
Bridge Record \_\_\_\_\_  
Fence Record \_\_\_\_\_  
Crossing Record \_\_\_\_\_  
Lease Record \_\_\_\_\_  
Industry Track Record \_\_\_\_\_  
Pipe Line Record \_\_\_\_\_  
Wire Crossing Record \_\_\_\_\_  
Insurance Record \_\_\_\_\_  
Insurance Schedule \_\_\_\_\_  
Building Record \_\_\_\_\_  
Date 7-11-38

K.H.E.

EASEMENT.

THIS INDENTURE, made this 10<sup>th</sup> day of February, 1938, by and between the St. Louis Smelting & Refining Company, a ~~Kansas~~ <sup>Missouri</sup> corporation, party of the first part, and The Kansas City Southern Railway Company, a Missouri corporation, party of the second part, WITNESSETH: That,

The said party of the first part, in consideration of the sum of \$1.00 to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, its successors or assigns, an easement or right of way upon or over the following described parcels of land situate in the Southwest Quarter, Section 24, Township 32 South, Range 25 East, in Cherokee County, Kansas, more particularly described as follows:

Parcel No. 1:

A parcel of land 50 feet in width situate in the said Southwest Quarter, Section 24, beginning at the intersection of the east property line of the St. Louis Smelting & Refining Company and the northwesterly line of The Kansas City Southern Railway Company's Asbury-Lawton Branch Line's original right of way: thence north coincident with the said east property line 408 feet, more or less, to a point 25 feet east from as measured perpendicular to the center line of a spur track of The Kansas City Southern Railway Company as now constructed over and across said Southwest Quarter, Section 24, at its Survey Station 6 plus 88.8; thence west perpendicular to the last described course, 50 feet; thence south perpendicular to the last described course and parallel with and 50 feet west from the said east property line 485 feet, more or less, to the northeasterly line of said original right of way; thence northeasterly coincident with the northwesterly line of said original right of way, 93 feet, more or less, to the point of beginning, containing 0.51 acre, more or less.

Parcel No. 2:

A parcel of land 30 feet in width, being 15 feet on each side of the center line of a spur track of The Kansas City Southern Railway Company as now constructed over and across the said SW Quarter, Section 24, extending from said spur track's Survey Station 6 plus 88.8 to 17 plus 60, the center line of said spur track herein described.

Beginning at a point in the center line of The Kansas City Southern Railway Company's Asbury-Lawton Branch Line track 2325.1 feet southwesterly from the Kansas-Missouri State Line as measured along the center line of said main track: thence northerly on a curve to the left which has a radius of 1403.46 feet, a distance of 94.6 feet; thence northerly tangent to the last described course 4.6 feet; thence northerly on a curve to the left which has a radius of 478.34 feet, a distance of 198.4 feet; thence tangent to the last described course 402 feet; thence northwesterly on a curve to the left which has a radius of 478.34 feet, a distance of 720.8 feet; thence tangent to the last described course 250.4 feet to the end of said spur track, containing 0.74 acre, more or less.

Said Parcels Nos. 1 and 2 are represented by the spaces enclosed within the yellow lines on the attached print.

TO HAVE AND TO HOLD said easement and right of way unto said party of the second part, its successors and assigns, so long as said easement or right of way for railroad purposes is not abandoned; and in the event that said party of the second part shall abandon said easement or right of way, or any part thereof, then the same, or such part thereof as shall be abandoned, shall revert to the party of the first part herein, its successors or assigns, but the materials in the track or tracks on the land covered by this easement shall not lose their character as personal property, and may be taken up and removed by the party of the second part from so much of said right of way as is abandoned.

IN WITNESS WHEREOF, the St. Louis Smelting & Refining Company has caused this instrument to be executed by its Vice-President, and its corporate seal to be hereunto affixed, attested by its Secretary, as of the day and year first above written.

ST. LOUIS SMELTING & REFINING COMPANY,

Attest:

J. A. Gisham  
Secretary

By J. A. Cassette  
Its Vice-President

STATE OF Missouri }  
City of St. Louis } ss.

BE IT REMEMBERED, That on this 10th day of February, 1938, before me, the undersigned, a notary public in and for the County City and State aforesaid, came J. A. Cassette Vice-President of the St. Louis Smelting & Refining Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and C. A. Gisham Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Essex M. Offenbecker  
Notary Public.

My commission expires Sept 23, 1940

This instrument was filed for record on the 20 day of May A. D. 1938 at 10 o'clock A. M. and duly entered in Book N Page 574

Carroll Simonson  
Register of Deeds

COPIED ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓

Original compared with record



*Waters*

Sec. 24, T. 32. N. R. 25 E



THE KANSAS CITY SOUTHERN RAILWAY CO. Proposed Spur To Serve The St. Louis Smelting & Refining Co. Near Carter, Mo.		
DRAWN BY TRACED BY CHECKED BY CORRECT:	DRAWING No. <b>282-34</b>	OFFICE OF DIVISION ENGINEER KANSAS CITY, MO. DATE: 1-13-38 SCALE: 1"=100'
CHIEF DRAFTSMAN	APPROVED	

Revised 1-13-38

CHIEF ENGINEER

POSTED ON

G. M. Profile No. \_\_\_\_\_  
Station Plan No. 1069-3  
Side Track Record Pg. 123-B  
Valuation Map No. none drafted  
Bridge Record \_\_\_\_\_  
Fence Record \_\_\_\_\_  
Crossing Record \_\_\_\_\_  
Lease Record \_\_\_\_\_  
Industry Track Record \_\_\_\_\_  
Pipe Line Record \_\_\_\_\_  
Wire Crossing Record \_\_\_\_\_  
Insurance Record \_\_\_\_\_  
Insurance Schedule \_\_\_\_\_  
Building Record \_\_\_\_\_  
Date 7-10-24  
H. E. Durham

Deed No: 3583

K/K 1632

And to \*359 May 1924 - 300.00  
" 360 " " " 23.00

Deed No: 3583

B 3-275

# Kansas Warranty Deed

This Indenture, Made this 15 day of May, A. D., One Thousand Nine Hundred Twenty-Four by and between Fournier C. Lyerla and Nellie E. Lyerla, his wife,

of Cherokee County, in the State of Kansas, party of the first part and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation created and existing under the laws of

of ~~Exonocix~~ the State of Missouri, party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of Three Hundred Twenty-three and no/100ths - - - (\$323.00) - - DOLLARS, the receipt of which is hereby acknowledged, do es by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A tract of land 60 feet wide by 1320 feet long in the SW $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 22, T 33 S, R 25 E, Cherokee County, Kansas, the westerly 1320 foot side of said tract of land being coincident to the east side of the Shawnee Road, said Road being on the north and south section line between Sections 21 and 22, T 33 S, R 25 E, the southerly 60 foot end of said tract of land being coincident with the east and west center line of Section 22, T 33 S, R 25 E.

Said tract of land contains 1.82 acres more or less and is represented by space inclosed within yellow lines on the attached print which is made a part hereof.

Subject to mining leases of record, and reserving all minerals lying beneath the surface of the ground, together with the right to mine and remove the same.



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said Fournier C. Lyerla and Nellie E. Lyerla, his wife, for themselves heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said party of the first part, heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part ha hereunto set hand the day and year first above written.

Fournier C. Lyerla  
Nellie E. Lyerla

KANSAS ACKNOWLEDGMENT

STATE OF Kansas }  
County of Cherokee } ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of May A. D., 1924  
before me, the undersigned, a Notary Public in and for said County and State, came  
Journeer C. Lyerla and Nellie Lyerla his wife  
who are personally known to me to be the same person, who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

My commission expires May 18 1927

Paul Coontz  
Notary Public

KANSAS ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_  
before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same person, who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

My commission expires \_\_\_\_\_ 19\_\_\_\_

Original compared with records  
COPIED  
DIRECT  
INDIRECT  
NUMERICAL  
Warranty Deed

FROM  
Journeer C. Lyerla  
and wife  
TO  
The Farmers City  
Southern Railway Co

Entered in Transfer Record in my  
office this 26  
day of May 1924

E. A. Lyerla  
County Clerk  
STATE OF KANSAS, } Fee 10  
County, } ss.

Received for Record on the 26  
day of May 1924, at 4 o'clock  
P. M., and duly Recorded in Book  
108 of Cherokee at Page 447  
Paul Coontz  
Register of Deeds.  
Fee, \$ \_\_\_\_\_

Approved as a form of execution. A. F. Smith a. s. s.

LOT  
WAL  
MA  
FLN

CRESTLINE ROAD

□ UNDERWRITER'S  
NEW SHAFT

KANDAK MINE

1320'

Stone



THE KANSAS CITY SOUTHERN RY. CO.  
 PROP. R-W FROM F.C. LYERLA  
 SEC. 22 T 33 S R 25 E. CHEROKEE CO. KS

DRAWN BY: <i>FEY</i>	DRAWING NO:	OFFICE OF CHIEF ENGINEER KANSAS CITY, MISSOURI
TRACED BY: <i>FEY</i>	1069-3	DATE: 5-5-74
CHECKED BY: <i>FEY</i>		SCALE: 1" = 40'
CORRECT:		
CHIEF DRAFTSMAN	APPROVED	



POSTED ON

G. M. Profile No. \_\_\_\_\_

Station Plan No. 1061-1

Side Track Record \_\_\_\_\_

Vegetation Map No. KCS K-3.4

Bridge Record \_\_\_\_\_

Lease Record \_\_\_\_\_

Crossing Record \_\_\_\_\_

Lease Record \_\_\_\_\_

Industry Track Record \_\_\_\_\_

Pipe Line Record \_\_\_\_\_

Wire Crossing Record \_\_\_\_\_

Insurance Record \_\_\_\_\_

Insurance Schedule \_\_\_\_\_

Building Record \_\_\_\_\_

Date 8-21-30

K.H.E.

STATE HIGHWAY COMMISSION OF KANSAS

DEED FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That this deed made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between **The Kansas City Southern Ry. Co., xxx a Missouri Corporation**

~~xxx~~ \_\_\_\_\_ ~~xxxxxx~~ part **y** of the first part, and the State of Kansas, party of the second part:

WITNESSETH, That part \_\_\_\_\_ of the first part, in consideration of the sum of **One Dollar (\$1.00)** \_\_\_\_\_ dollars

to **it** \_\_\_\_\_ in hand paid by Party of the second part, receipt whereof is hereby acknowledged, by these presents do ~~es~~ grant, bargain, sell and convey unto the Party of the second part forever all **its** \_\_\_\_\_ right, title and interest in and to the following described real estate lying and situate in the County of **Cherokee** and State of Kansas, to wit:

A tract of land 40 feet in width lying along the west line of the southwest quarter of Section 32, Township 33 south, Range 25 east, and extending from the north line of said quarter section south to the north right of way line of the Kansas City Southern Railway, except the original road, the area being 0.09 acre, more or less, all in the SW $\frac{1}{4}$  Section 32, Township 33 south, Range 25 east.

*Andree*  
Chief Engineer

less the right of way of the public road thereon, to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the party of the second part shall use said real estate in the construction, improvement, reconstruction, maintenance and drainage of the state highway system, and should the road for the right of way of which said real estate or any part thereof is acquired by this deed, be vacated, the lands or interest or rights therein acquired by the party of the second part for right of way shall revert to part **y** of the first part, **its** \_\_\_\_\_ heirs, successors or assigns unless same shall have been disposed of by the party of the second part under the authority of section 14, House bill No. 210, Session of the Legislature, 1929;

And the part Y of the first part for its successors and assigns heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents it is lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except railroad mortgages

and that it will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

And said part Y of the first part by these presents does convey, release and quitclaim unto said party of the second part and its assigns all its right, title and interest in that part of the above-described real estate which is the right of way of the public road above referred to.

IN WITNESS WHEREOF, Said part Y of the first part has hereunto set ~~XXXXXXXXXXXXXXXXXXXX~~ hand the day and year first above written.

executed this instrument

THE KANSAS CITY SOUTHERN RAILWAY COMPANY  
By *C. E. Johnson*

STATE OF MISSOURI

COUNTY OF JACKSON

STATE OF MISSOURI, COUNTY OF JACKSON, SS

BE IT REMEMBERED, That on this 20th day of June, 1930, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. E. Johnson, President of the Kansas City Southern Railway Company, to me known to be such officer, and acknowledged to me that he executed the foregoing instrument as such officer for and in behalf of said corporation, by authority of its Board of Directors therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Sgd. C. H. Rimann, Jr.  
Notary Public

My commission expires May 20, 1934

This acknowledgment is attached to Deed for Highway Purposes executed by the Kansas City Southern Railway Company conveying to the State of Kansas 9/100 of an acre of additional right of way off a part of the Southwest Quarter of Section 32, Township 33, Range 25, Cherokee County, Kansas.

APPROVED AS TO FORM  
APPROVED AS TO EXECUTION  
*C. H. Rimann, Jr.*  
General Solicitor

SW 1/4 SEC 32, T33S, R25E

K. C. S. RY - ASBURY-LAWTON

BR.

S - 1'  
Δ - 1° 12'

C - 2° 00'  
Δ - 15° 36'

7' Strip conveyed by K. C. S. Ry

40' tract described in deed  
**MILITARY ROAD**

100'

677+61.5

476'  
East & West of Sec. 32

50'

682+64.1 P.S.

683+84.1 P.C.

7'

7'

50'

686+49

East & West of Sec. 31



THE KANSAS CITY SOUTHERN RY. CO.  
ASBURY LAWTON BRANCH  
LAND CONVEYED TO STATE OF KANSAS  
FOR HIGHWAY PURPOSES - MILE 152 L

DRAWN BY.....H.F.S.	DRAWING No.	OFFICE OF CHIEF ENGINEER
TRACED BY.....H.F.S.	829-3	DATE 6.16.1930
CHECKED BY.....		SCALE 1" = 100'
CORRECT:	CHIEF DRAFTSMAN	APPROVED
		CHIEF ENGINEER

DEED NO: X-4497.1

KANSAS CORPORATION QUIT-CLAIM DEED

DATED: JULY 9, 1974

FROM:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

TO:

LARANDAL NEAL AND/OR CATHERINE NEAL

POSTED ON	
G. M. Profile No.	
Station Plan No.	1061-1
Side Track Record	
Valuation Map No.	X-KCS, K-3.6
Parcel No.	X-1
RWM Date	10-1-74

# Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this 9<sup>th</sup> day of July A. D., 1974, between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Missouri, and having its principal place of business at Kansas City, in the State of MISSOURI, of the first part, and

LARANDAL NEAL and/or CATHERINE NEAL

of Cherokee County, in the State of Kansas, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum

of Two Hundred and No/100 (\$200.00) - - - - - DOLLARS,

to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim

unto the said part ie of the second part, their heirs and assigns, forever, all that

tract or parcel of land situated in the County of Cherokee and State of

Kansas, and described as follows, to-wit:

A tract or parcel of land located in the SE $\frac{1}{4}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 36, Township 34 South, Range 24 East, in Baxter Springs, Cherokee County, Kansas, being more particularly described as follows:

The North 290 feet of a 2.379 acres tract of land described in a Warranty Deed dated September 12, 1923, recorded on October 8, 1923, in Book 101, Page 556, which conveys land to The Missouri, Oklahoma and Gulf Railroad Company by James Large et. al., being 0.75 acre, more or less.

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said part ies of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By M. F. McClain  
Vice President.

Attest:

Geraldine D. Dallas ASSISTANT, Secretary.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI }  
County of JACKSON } ss.

BE IT REMEMBERED, That on this 9th day of July A. D. 19 74, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. F. McClain Vice President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri and Geraldine D. Dollins Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires May 29, 19 75

G.B. Kiedermeyer Notary Public.

Quit-Claim Deed

FROM

TO

Entered in Transfer Record in my office this day of 19

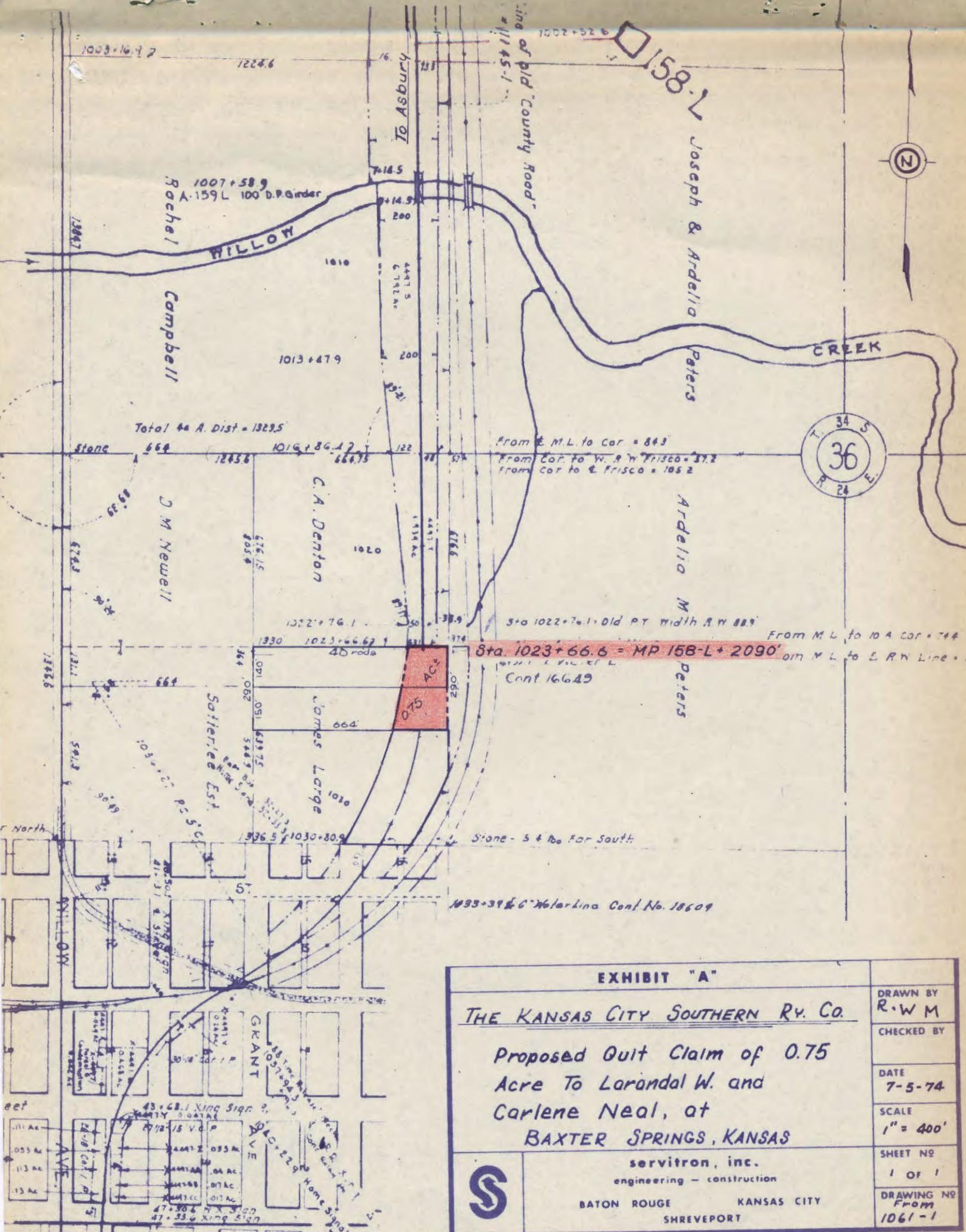
County Clerk

STATE OF KANSAS, } ss. }  
County, }

Received for Record on the day of 19, at o'clock M., and duly Recorded in Book of at Page

Register of Deeds.

Fee, \$



<b>EXHIBIT "A"</b>	
<u>THE KANSAS CITY SOUTHERN RY. CO.</u>	
Proposed Quit Claim of 0.75 Acre To Loraland W. and Carlene Neal, at <b>BAXTER SPRINGS, KANSAS</b>	
	servitron, inc. engineering - construction
	BATON ROUGE      KANSAS CITY SHREVEPORT
	DRAWN BY R. W. M
	CHECKED BY
DATE 7-5-74	
SCALE 1" = 400'	
SHEET NO 1 OF 1	
DRAWING NO From 1061-1	

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

---

CERTIFIED RESOLUTION

---

I, Geraldine D. Dollins, do hereby certify that I am the duly elected and qualified Assistant Secretary of The Kansas City Southern Railway Company, a Missouri corporation, and that as such, I am the keeper of its corporate records and seal; and

I further certify that at a meeting of the Board of Directors of The Kansas City Southern Railway Company held on August 23, 1974, at which a quorum was present and acting throughout, the resolutions attached hereto as Exhibit "A" were duly adopted and are currently in full force and effect.

Signed and sealed at Kansas City, Missouri, this 9th day of

September, 1974.

Geraldine D. Dollins  
Assistant Secretary

WHEREAS, this Company has sold to Larandal Neal and/or Catherine Neal, for a total cash consideration of \$200.00 approximately 0.75 acre of land situated in Baxter Springs, Cherokee County, Kansas, to-wit:

A tract or parcel of land located in the SE $\frac{1}{4}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 36, Township 34 South, Range 24 East, in Baxter Springs, Cherokee County, Kansas, being more particularly described as follows:

The North 290 feet to a 2.379 acres tract of land described in a Warranty Deed dated September 12, 1923, recorded on October 8, 1923, in Book 101, Page 556, which conveys land to The Missouri, Oklahoma and Gulf Railroad Company by James Large et al., being 0.75 acre, more or less.

WHEREAS, the said real estate is of the character referred to in subparagraph (b) of the first paragraph of Section 2 of Article XII of this Company's First Mortgage dated October 1, 1945; and in order to consummate the sale, it is necessary that said real estate be released from the lien of said First Mortgage.

RESOLVED, that the sale of the above described real estate, which, in the judgment of the Board of Directors, is no longer necessary or advantageous for the operation, maintenance or use of the line of railroad now subject to the lien of this Company's First Mortgage dated October 1, 1945, or for use in the business of the Company be, and it is hereby, approved, ratified and confirmed; and

RESOLVED FURTHER, that the action of M. F. McClain, Vice President, in executing and delivering for this Company deed conveying said real estate to Larandal Neal and/or Catherine Neal, be, and it is hereby, approved, ratified and confirmed; and

RESOLVED FURTHER, that the Trustees under this Company's First Mortgage be, and they are hereby, requested to execute and deliver proper instruments releasing said parcel of real estate from the lien of said First Mortgage.

RELEASE DEED

THIS INDENTURE, made as of this 12th day of September, 1974 between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clair Schroeder of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, recorded in the Office of Register of Deeds in the ~~Parish~~ <sup>County</sup> of Cherokee, State of Kansas, in Book 111, at page 1, ~~and by First Supplemental Indenture~~

~~dated as of the first day of June 1948, recorded in the Office of xxxxxxxxxxxxxxxxxxxxxxxx in the xxxxxxxx State of xxxxxxxxxxxxxxxxxxxxxxxx in Book xxxxxxxx at page xxxxxxxx~~

and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the Office of Register of Deeds in the ~~Parish~~ <sup>County</sup> of Cherokee, State of Kansas, in Book 132, at page 1 to 31, Inc., for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situated in the ~~Parish~~ <sup>County</sup> of Cherokee and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

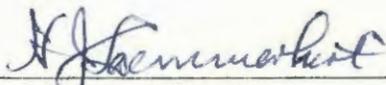
The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

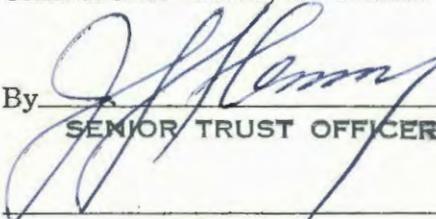
IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clair Schroeder, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and The Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

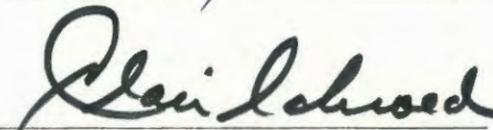
(Corporate Seal)

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

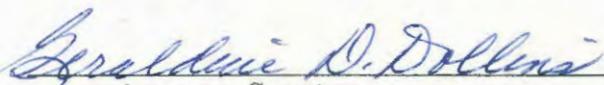
CHEMICAL BANK, as Trustee

By   
\_\_\_\_\_  
SENIOR TRUST OFFICER

  
\_\_\_\_\_  
Clair Schroeder, as Trustee

(Corporate Seal)

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY

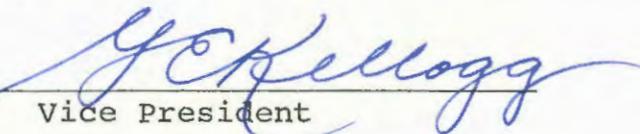
By   
\_\_\_\_\_  
Vice President

EXHIBIT "A"

A tract or parcel of land located in the SE $\frac{1}{4}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 36, Township 34 South, Range 24 East, in Baxter Springs, Cherokee County, Kansas, being more particularly described as follows:

The North 290 feet to a 2.379 acres tract of land described in a Warranty Deed dated September 12, 1923, recorded on October 8, 1923, in Book 101, Page 556, which conveys land to The Missouri, Oklahoma and Gulf Railroad Company by James Large et al., being 0.75 acre, more or less.

STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 9th day of September, 19... before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared . . . . . G. E. Kellogg . . . . ., to me personally known who being by me duly sworn, did depose and say that he resides in Kansas City, Missouri . . . . ., that he is Vice President . . . . . of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said . . . . . G. E. Kellogg . . . . . acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said . . . . . G. E. Kellogg . . . . . is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said . . . . . G. E. Kellogg . . . . . acknowledged himself to be Vice President . . . . . of The Kansas City Southern Railway Company, a corporation, and that he, as such Vice . . . . . President . . . . ., being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President . . . . .; and I do further certify that the said . . . . . G. E. Kellogg . . . . . is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its . . . . . Vice Presidents . . . . . and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said . . . . . G. E. Kellogg . . . . . is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said . . . . . G. E. Kellogg . . . . . acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

*May 29, 1975*

*G. B. Niedermeyer*  
Notary Public in and for  
Jackson County, Missouri

STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 9<sup>th</sup> day of September, 1974, before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clair Schroeder, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires:

May 29, 1975

G. B. Niedermeyer  
Notary Public in and for  
Jackson County, Missouri

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, that on the 12th day of September, 1974, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared

J. J. Fleming, to me personally known who being by me duly sworn, did depose and say that he resides at 166 82nd Street, that he is **SENIOR TRUST OFFICER**

Brooklyn, New York 11209 of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said

J. J. Fleming acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said J. J. Fleming is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said J. J. Fleming acknowledged himself to be

**SENIOR TRUST OFFICER** of Chemical Bank, a corporation, and that he, as such **SENIOR TRUST OFFICER**, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

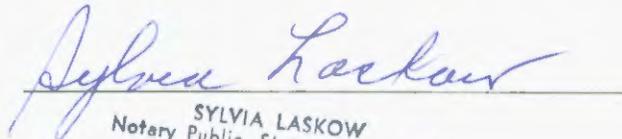
**SENIOR TRUST OFFICER**; and I do further certify that the said J. J. Fleming is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as **SENIOR TRUST OFFICER** and acknowledged to me that he executed

the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said

J. J. Fleming is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said J. J. Fleming acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)



SYLVIA LASKOW  
Notary Public, State of New York  
No. 24-7436995  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1976

Deed No. 4497-J

:

WARRANTY DEED  
dated November 6, 1923

FROM:

JOSEPH C. & TACY BURGESS EBENSTEIN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

THIS INDENTURE, Made and entered into this 6th day of November, 1923

by and between Joseph C. Ebenstein and Tacy Burgess Ebenstein,  
his wife.

of Cherokee County, Kansas,  
parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of  
THREE THOUSAND - - - - - Dollars,

(\$ 3000.00 ), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns ~~for rights of way~~ all the

following described real estate situated in the County of Cherokee and state of Kansas to-wit:

A strip of land 100 ft. in width extending over, through and across the ~~E~~ of the S. E.  $\frac{1}{4}$  of Section 13, T. 34 S., R. 24 E., and being more particularly described as follows, to-wit:-

Beginning at a point 87.8 ft. west of the E.  $\frac{1}{4}$  Section corner of Section 13, T. 34 S., R. 24 E., said beginning point being in the center of said strip of land 100 ft. wide, being 50 ft. on either side of the following described line.

Thence from said beginning point, bearing S. 25° 08' W. a distance of 1704.17 ft.; thence curving to the left with a radius of 5729.65 ft. a distance of 508.33 ft.; thence on a tangent bearing S. 20° 03' W. a distance of 680.8 ft. to a point in the south line of said Section 13, at a distance of 1274.3 ft. west from the S.E. corner thereof; containing 6.64 acres, more or less.

Also a triangular piece of ground out of the S.E. corner of the S.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 13, T.34 S., R.24 E., and being more particularly described as follows, to-wit:-

Beginning at the East  $\frac{1}{4}$  section corner of said Section 13, T.34 S., R.24 E., Cherokee County, Kansas; thence West on the  $\frac{1}{4}$  section line a distance of 142.8 ft.; thence bearing N.25° 08' a distance of 320 ft. to a point in the east line of said Section 13; thence South a distance of 285.4 ft., more or less to place of beginning, containing 48/100 acres.

This conveyance is made subject to the mining lease of Victor Rakowsky and O. M. Bilharz.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Joseph C. Ebenstein  
Tacy Burgess Ebenstein

State of Kansas }  
Cherokee County } SS

BE IT REMEMBERED, That on this 6th day of November A. D., 1923,  
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

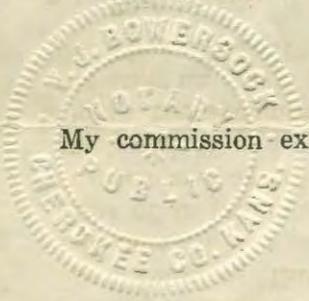
Joseph C. Ebensten and Lacy Burgess  
Ebensten, his wife

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]  
Notary Public.

My commission expires Feb 15-1926



Original compared with record

COPIED DIRECT

INDIRECT WARRANTY DEED  
NUMERICAL

From

Joseph C. Ebensten  
Lacy Burgess Ebensten

To

THE MISSOURI, OKLAHOMA &  
GULF RAILROAD COMPANY

Entered in Transfer Record in my  
office this 20 day  
of November A. D., 1923

[Signature]  
County Clerk.

State of Kansas, Cherokee County, ss

This instrument was filed for  
record on the 20 day of

Nov A. D., 1923

at 8:30 o'clock A.M., and duly

recorded in Book 101, on page

572

Fee, \$ [Signature]

[Signature]  
Register of Deeds.

#3

8' K. O. & G. Deed No. 2061

Deed No. 4497-A

:

WARRANTY DEED  
dated August 8, 1923

FROM:

FRANKLIN P. SATTERTHWAIT

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497A

THIS INDENTURE, Made and entered into this 8th day of August, 1923

by and between Franklin P. Satterthwait, a single man,

of Cherokee County, Kansas

parties of the first part and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of Eighteen Hundred Dollars,

(\$1800.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns ~~for right-of-way~~ all the

following described real estate situated in the County of Cherokee and state of Kansas to-wit:

A three cornered tract situated in the S. E. 1/4 of the N.E. 1/4 of section 6, T. 34 S. R. 25 E and being more particularly described as follows:- Beginning at a point in the center line of the proposed track of the M. O. & G. R. R. Co. at a distance of 1046.36 ft. S. 15°-45' W. from the center of the M. K. & T. Ry. track as built and located. Said point in the center of the M. K. & T. Ry. track being at a distance of 1091.8 ft. measured N. 70°-13' W. in the center of said M. K. & T. Ry. track from the center of Military Road. Said beginning point being also located as follows: Commencing at the E. 1/4 Cor. of Section Six (6) T. 34 S., R. 25 E., Cherokee County, Kansas; thence West a distance of 1278.8 ft.; thence S. 15°-45' W. a distance of 61 1/2 feet to the point of beginning. Thence from the beginning point S. 75°-45' E. 50 ft.; thence curving northeastwardly to the right with a radius of 714.49 feet, a distance of 93 1/2 ft; thence continuing curving northeastwardly to the right with a radius of 956.75 ft., a distance of 1324 ft.; thence continuing curving to the right with a radius of 714.49 ft., a distance of 93 1/2 ft. to a point in the southerly right-of-way line of the M. K. & T. Ry.; thence on said southerly right-of-way line, N. 70°-13' W. a distance of 993 feet to a point in the easterly right-of-way line of the proposed M. O. & G. R.R. Co.; thence on said easterly right-of-way line S. 15°-45' W. a distance of 993 ft. to the point " S. 75°-45' E. 50 ft." from the beginning. Containing, exclusive of the right-of-way of the M. K. & T. and the right-of-way of the proposed M. O. & G. R.R. Co. 5.18 acres more or less.

This grant is made subject to the mining lease of the Chanute Spelter Co.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and every person or persons whomsoever lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Franklin P. Satterthwait



State of Kansas }  
Cherokee County } ss

BE IT REMEMBERED, That on this 8<sup>th</sup> day of Aug. A. D., 1923,  
before me the undersigned, a Notary Public, in and for the County and State aforesaid, come

Franklin P. Satterthwait, a single

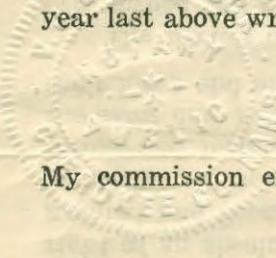
man,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

W. Bowersock  
Notary Public.

My commission expires Feb 15 - 1926



Original compared with record  
COPIED DIRECT

INDIRECT NUMERICAL  
**Warranty Deed**

From  
Franklin P. Satterthwait

To  
THE MISSOURI, OKLAHOMA &  
GULF RAILROAD COMPANY

Entered in Transfer Record in my  
office this 24 day  
of Sept A. D., 1923  
J. B. McMan County Clerk,  
State of Kansas, Cherokee County, ss

This instrument was filed for  
record on the 24 day of  
Sept A. D., 1923  
at 4 o'clock P. M., and duly  
recorded in Book 101, on page  
546

Fee, \$  
L. W. Whitmore  
Register of Deeds.



Deed No. 4497-AA

:

WARRANTY DEED FOR RIGHT OF WAY  
Dated October 22, 1912

FROM:

MRS. HATTIE E. GOODWIN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

# WARRANTY DEED FOR RIGHT OF WAY

✓ OK. JWS

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 22<sup>nd</sup> day of October A. D. 1912

by and between Mrs. Hattie E. Goodwin a widow  
of Cherokee County, State of Oklahoma, part of the  
first part, and The Missouri, Oklahoma & Gulf Railroad Company,  
Kansas a corporation organized under the laws  
of the State of Kansas party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Forty & no/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of land and 5 feet in width, extending over and across Lot 4, Block 4 of the City of Baxter Springs Section 1 Township 13N Range 10E East, situate in Cherokee County, State of Kansas, particularly described as follows, to-wit:

All that portion of Lot 4, Block 4, Brewster's First Addition to the City of Baxter Springs, Cherokee County, Kansas, more particularly described as follows: Beginning at the northwest corner of said lot; running thence east along the north line thereof a distance of about 25 feet to a point, said point lying on the easterly side of and 50 feet distant from, measured at right angles, to the center line of the Missouri, Oklahoma & Gulf Railroad; running thence southerly and parallel to said center line a distance of about 41 feet to the intersection of said line with the south line of said lot; thence west along said south line a distance of about 23 feet to the southwest corner of said lot; thence north along the west line of said lot a distance of 40 feet to place of beginning.

also All that portion of Lot 5, Block 4, Brewster's First Addition to the City of Baxter Springs, Cherokee County, Kansas, more particularly described as follows: Beginning at the northwest corner of said lot; running thence east along the north line thereof a distance of about 23 feet to a point, said point lying on the easterly side of and 50 feet distant from, measured at right angles, to the center line of the Missouri, Oklahoma & Gulf Railroad; running thence southerly and parallel to said center line a distance of about 41 feet to the intersection of said line with the south line of said lot; thence west along said south line a distance of about 19 feet to the southwest corner of said lot; thence north along the west line of said lot a distance of 40 feet to place of beginning.

0.04402

tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The party of the first part as a part of the consideration hereof does hereby waive all damages that may result to abutting or adjoining property owned or controlled by her caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Mrs. Hattie E. Goodwin (SEAL)  
(SEAL)

### ACKNOWLEDGMENT.

STATE OF Kans  
Cherokee County } ss.

Before me H. E. Reiche a Notary Public in and for said County and State, on this 22<sup>nd</sup> day of October 1912 personally appeared Mrs. Hattie E. Goodwin and widow of Thomas H. Goodwin to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on this 22<sup>nd</sup> day of October 1912  
H. E. Reiche  
Notary Public.

My Commission Expires March 18<sup>th</sup> 1916

7034

Valuation No 22 <sup>20</sup>

6

Lots 4 + 5 Block 4 Brewsters

From Station ..... To Station .....

# WARRANTY DEED FOR RIGHT OF WAY FROM

Lots 4 + 5. Block 4  
To Ldls 20  
MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

*Entered in Transfer Record  
in my office this 23rd day  
Nov 1912. J. H. Steffen & Co  
Surveyors*

STATE OF KANSAS, }  
Cherokee County, }

This instrument was filed for record on  
the 22 day of November  
A. D., 1912 at 8 o'clock A. M.  
and duly recorded in Book 78 Page 339

Fee \$ 1.10  
By James A. Orr Reg. Off.



*with Bill 1 30*

Return to E. P. Jones  
Parcel #13

Box R.O. & G. Deed No. 1300

Kansas City, Mo., July 25, 1910.

Deed 258  
File 505

Mr. A. F. Rust,

Resident Engineer,

BUILDING.

Dear Sir:-

This will acknowledge receipt of your favor of the 21st inst., enclosing the following deeds:-

<u>NO.</u>	<u>GRANTOR.</u>	<u>GRANTEE.</u>
2531	J. W. Towry & Wife,	The Kansas City Southern Ry. Co
2532	J. W. Towry & Wife,	Do.
2527	J. W. Towry & Wife,	Do.
2529	Wm. H. Rogers & Wife,	Do.
2535	John Miller & Wife,	Do.
2536	J. P. Shaver & Wife,	Do.
	(Two affidavits accompanying)	
2528	Wm. G. Robertson & Wife, ✓	Do.
2530	D. B. Shriver & Wife,	Do.
2533	John J. Jacobs & Wife,	Do.
2534	Walter E. Hurley & Wife,	Do.
2523	Dumont Patten, et al,	Do.
2517	Joe Rigby & Wife (Cert. Copy)	Hanson Municipal Township
2518	Willie I. Doig & Wf. (Cert. Copy)	Do.
2522	Helen Butler, Jr.	The Kansas City Southern Ry. Co.
694	Jesse Grigsby and Robert Edward Grigsby	vs. Arkansas Western Ry. Co.
2559	C. H. Howard & Wife,	The Kansas City Southern Ry. Co.
2561	H. O. Davis & W. D. Allen,	Texarkana & Fort Smith Ry. Co.
2562	J. B. Miller & Wife,	Do.

Yours very truly,

Vice President & Auditor

LJB-2

Kansas City, Mo., Dec. 10, 1909.

Mr. S. W. Moore,

General Solicitor,

B U I L D I N G.

Dear Sir:-

I enclose herewith Warranty Deed from W. C. Robertson, and wife, to The Kansas City Southern Railway Company, conveying certain land in Town of Gans, Oklahoma, covered by Auditor's voucher #18 December, 1909, amounting to \$1150.00, which kindly return for my file after same has been properly recorded.

Yours very truly,

Vice President & Auditor.

CSB-Z

Enc.

74  
2  
William C. Robertson and Malissie Robertson, his wife, TO The Kansas City Southern Railway Company.

WARRANTY DEED.

STATE OF OKLAHOMA |  
COUNTY OF SEQUOYAH. | ss

Know All Men by These Presents :

That William C. Robertson and Malissie Robertson, his wife.

parties of the first part, in consideration of the sum of Eleven Hundred and Fifty (\$1150.00)  
DOLLARS,

in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto

The Kansas City Southern Railway Company,

the following described real property and premises situate in Sequoyah County, State of Oklahoma, to-wit:

Lots One (1) and Two (2) in Block Nine (9) in the town of Gans, Sequoyah County, State of Oklahoma. According to plat approved by the Secretary of the Interior, October 2nd, 1902.

together with all improvements thereon, and the appurtenances thereunto belonging, and warrant the title to the same To the said The Kansas City Southern Railway Company

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature

Signed and delivered this 6th day of December, 1909

WITNESSES:

J. W. Tamm  
S. M. Cleten

William C. Robertson  
Malissie Robertson  
mark.

Sequoyah Co Okla 2528  
No 4244 2528

WARRANTY DEED

FROM

William Robertson and  
Malissa Robertson  
TO  
The Kansas City Southern  
Railway Company.

STATE OF OKLAHOMA ss  
County of Sequoyah

I hereby certify that this instrument was  
filed for Record in my office at 7 o'clock  
A. M., on the 16 day of Dec  
A. D., 1909, and is duly recorded in book  
7 page 448 of deed  
Records.

W. P. Anderson  
Register of Deeds.

By \_\_\_\_\_ Deputy.

ANDERSON JOB PRINT. SALLISAW.

STATE OF OKLAHOMA, ss. COUNTY OF SEQUOYAH.  
Before me, Estelle Lynn  
a Notary Public, in and for  
said county and state, on this 16th day of December, 1909, personally appeared  
William C. Robertson and Malissa Robertson, his wife  
to be known to be the identical person who executed the within and foregoing instrument and acknowledged  
that they had executed the same as their free and voluntary act and deed for the uses and purposes  
therein set forth.  
Witness my hand and official seal the day and date above written  
Estelle Lynn  
My commission expires April 1, 1909.  
This instrument was filed for Record on the \_\_\_\_\_ day of \_\_\_\_\_  
A. D., 1909.  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_  
A. D., 1909.

K. C. Southern Ry. Co.

Desk No. 2528

K. C. Southern Ry. Co.

Desk No. 2528

Age K1632  
Vo # 2257 Dec 1923 \$2000.00  
Vo # 763 Dec " \$100.00

Daed N° 3527

Posted on 1069-3

WARRANTY DEED

THIS INDENTURE, Made this 8<sup>th</sup> day of December,  
A. D., One Thousand Nine Hundred Twenty Four by and between  
James H. Ellis and Nellie J. Ellis, his wife; Albert H. Ellis and  
Lucille Ellis, his wife; and Thula Douglas and G. W. Douglas, her  
husband, of Cherokee County, in the State of Kansas, parties of the  
first part and The Kansas City Southern Railway Company, a corporation  
organized and existing under the laws of the State of Missouri,  
party of the second part, WITNESSETH, That:

SAID PARTIES OF THE FIRST PART, in consideration of the sum of  
TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$2,100.00), the receipt  
of which is hereby acknowledged, do by these presents, Grant, Bargain,  
Sell and Convey unto the said party of the second part, its successors  
and assigns, all the following described real estate, situated in the  
County of Cherokee and State of Kansas, to-wit:

A strip of land 60 feet in width extending over, and  
across the N.E.  $\frac{1}{4}$  of SW $\frac{1}{4}$  and the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Sec. 16,  
Township 33 S, Range 25 E, Cherokee County, Kans., being 30  
feet in width on each side of the center line of a proposed  
spur track which center line is described as follows: Beginning  
at a point in the center line of the proposed branch line track  
of The Kansas City Southern Railway Company, known as the  
Lawton-Military Extension, 1328.4 feet southwesterly as measured  
along center line of said branch line track from its intersection  
with the center line of the track of the St. Louis-San Francisco  
Railway; thence, northeasterly on a curve to the right, having  
a radius of 942.29 feet, 1168.3 feet to a point which is 30  
feet south of, as measured at right angles to the east and west  
center line of said Section 16; thence east on a straight line  
parallel, to, and 30 feet south of said east and west center  
line of Sec. 16, 1898 feet, to a point of curve, thence south-  
easterly on a curve to the right, having a radius of 1432.69  
feet, 303.3 feet; thence southeasterly on a straight line  
tangent to last described curve 549.6 feet to a point of curve,  
thence southeasterly on a curve to the right, having a radius  
of 716.78 feet, 692.1 feet more or less to an intersection with  
the east line, of said Section 16.

Also all of the land in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said  
Section 16, lying north and west of the above described 60-ft.  
strip, and east of a line 50 feet easterly of and parallel to  
the center line of said Lawton-Military extension.

Also all of the land in the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said  
Section 16, lying north and east of the above described 60-foot  
strip, and south of the Southerly right of way line of the St.  
Louis-San Francisco Railway.

Area 7.89 acres more or less, is enclosed in yellow lines on attached print which is made a part hereof.  
All mineral rights reserved; and  
subject to all mining leases now of record.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever; and that they will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.



James H. Ellis  
Nellig J. Ellis  
Ellis H. Ellis  
Lucille Ellis  
Paula Douglas  
W. Douglas

STATE OF KANSAS )  
COUNTY OF CHEROKEE ) SS.

BE IT REMEMBERED, That on this 8 day of January, A. D., 1924, before me, the undersigned, a Notary Public in and for said County and State, came James H. Ellis and Nellig J. Ellis, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Frank A. Muel  
Notary Public.

My commission expires March 21, 1924.

STATE OF KANSAS )  
COUNTY OF CHEROKEE ) SS.

BE IT REMEMBERED, That on this 8 day of January, A. D., 1924, before me, the undersigned, a Notary Public in and for said County and State, came Elbert H. Ellis and Lucille Ellis, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Frank A. Muel  
Notary Public.

My commission expires March 21, 1924.

STATE OF KANSAS )  
COUNTY OF CHEROKEE ) SS.

BE IT REMEMBERED, That on this 8 day of January, A. D., 1924, before me, the undersigned, a Notary Public in and for said County and State, came Thula Douglas and G. W. Douglas, her husband, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Frank A. Muel  
Notary Public.

My commission expires March 21, 1924.

Official Seal of Notary Public  
A. J. Smith  
APPROVED AS TO EXECUTION  
A. J. Smith  
Notary Public

WITNESSES  
DIRECTOR  
DIRECTOR

3.

Original compared with record

*Harrauty Reed*

*J. H. Ellis et al.*

To

*The Kansas City Southern  
Railway Co*

Entered in Transfer  
Record in my office this 19  
day of January 1924  
By *Lore Spener* C. R. Pattison  
County Clerk

COPIED.....  
DIRECT.....  
INDIRECT.....  
NUMERICAL.....

State of Kansas, Cherokee County, ss.

This instrument was filed for record on  
the 19 day of Jan A. D. 1924.  
at 8:30 o'clock A. M., and duly recorded  
in Book 101 Page 627. Fee \$.....

*Lora Whitmore*  
Register of Deeds

Deputy



Commission expires

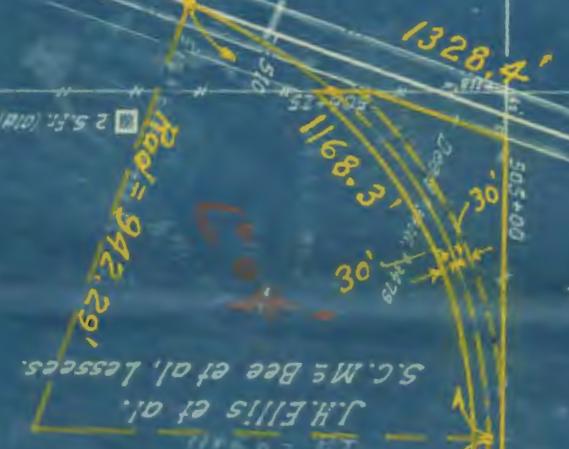
102

Lawton Military Extension

S.A. Stucky

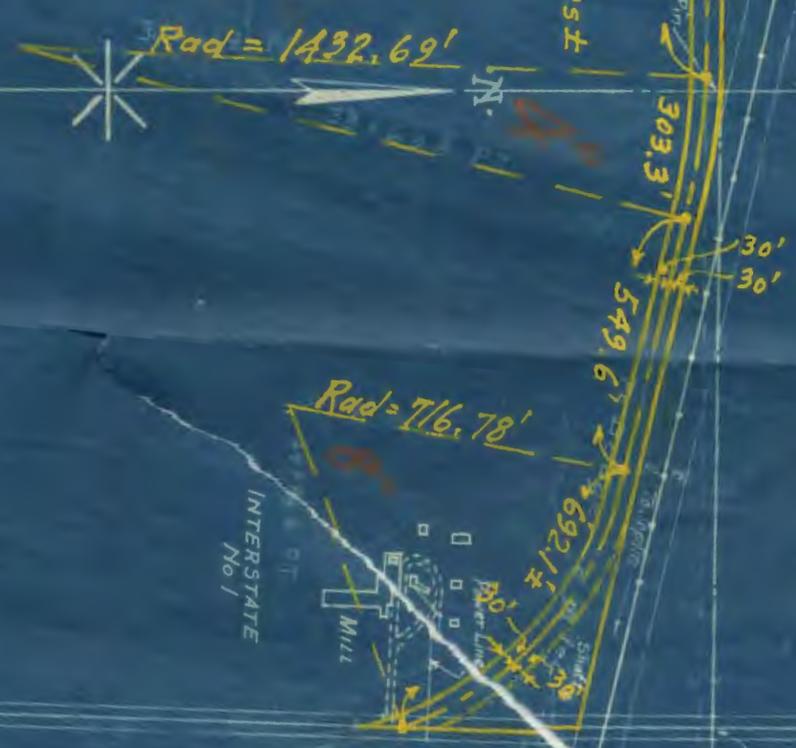
Point of Beginning

2°01' C. 416°43'  
419°07'



Total Area = 7.89 Acres ±

1898'



3 Phase Power Line

INTERSTATE No. 1



1 Panel Frame Bridge on Concrete

10/10/10

Deed No: 3490

No-254 July 1973

Ported on 1069-3

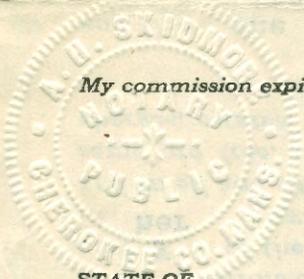
Child 10 K. G. S. Weekly 1923

KANSAS ACKNOWLEDGMENT

STATE OF KANSAS  
County of CHEROKEE } ss.

BE IT REMEMBERED, That on this 11th day of July, A. D., 1923,  
before me, the undersigned, a Notary Public in and for said County and State, came Lucretia E. Farley,  
formerly Lucretia E. Shepard, a single woman,  
who is personally known to me to be the same person who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.



My commission expires May 9th 1926.

W. S. ...  
Notary Public

KANSAS ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_  
before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same person who executed the within instrument of writing, and  
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last  
above written.

My commission expires \_\_\_\_\_ 19\_\_\_\_

Approved as to form & execution. A. J. Dineen, ass.

Original compared with record

COPIED .....  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL

(2)

Warranty Deed

FROM  
Lucretia E. Farley

TO  
Kansas City Southern  
Railway Company

Entered in Transfer Record in my  
office this 24  
day of July 1923

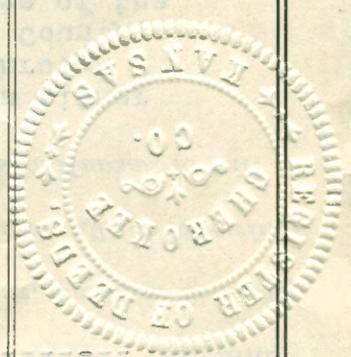
Ed P. ...  
County Clerk

STATE OF KANSAS, } ss.  
Cherokee County, }  
A 1104

Received for Record on the  
day of July 1923, at 3 o'clock  
P. M., and duly Recorded in Book  
106 of Deeds at Page 474

Lora Whitman  
Register of Deeds.

Fee, \$ \_\_\_\_\_



# Kansas Warranty Deed

This Indenture, Made this 11<sup>th</sup> day of July A. D., One Thousand

Nine Hundred Twenty Three by and between Lucretia E. Farley, formerly Lucretia E. Shepard, a single woman,

of Cherokee County, in the State of Kansas, party of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~of~~ ~~the~~ ~~State~~ ~~of~~ party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE THOUSAND ONE HUNDRED AND NO/100----- DOLLARS, the receipt of which is hereby acknowledged, do es by these presents, Grant, Bargain, Sell and successors Convey unto the said party of the second part, its / ~~heirs~~ and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec. 9, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 9, 245.6 feet west of the northeast corner of said  $\frac{1}{4}$   $\frac{1}{4}$  section; thence southwesterly 1402.5 feet to a point on the south line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  said Sec. 9, 600 feet east of the center of said Sec. 9. Area 3.22 acres, and is shown enclosed in yellow lines on the attached blue print which is made a part hereof.



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said party of the first part, for herself and for her heirs, executors or administrators, do es hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents she is lawfully seized in her own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

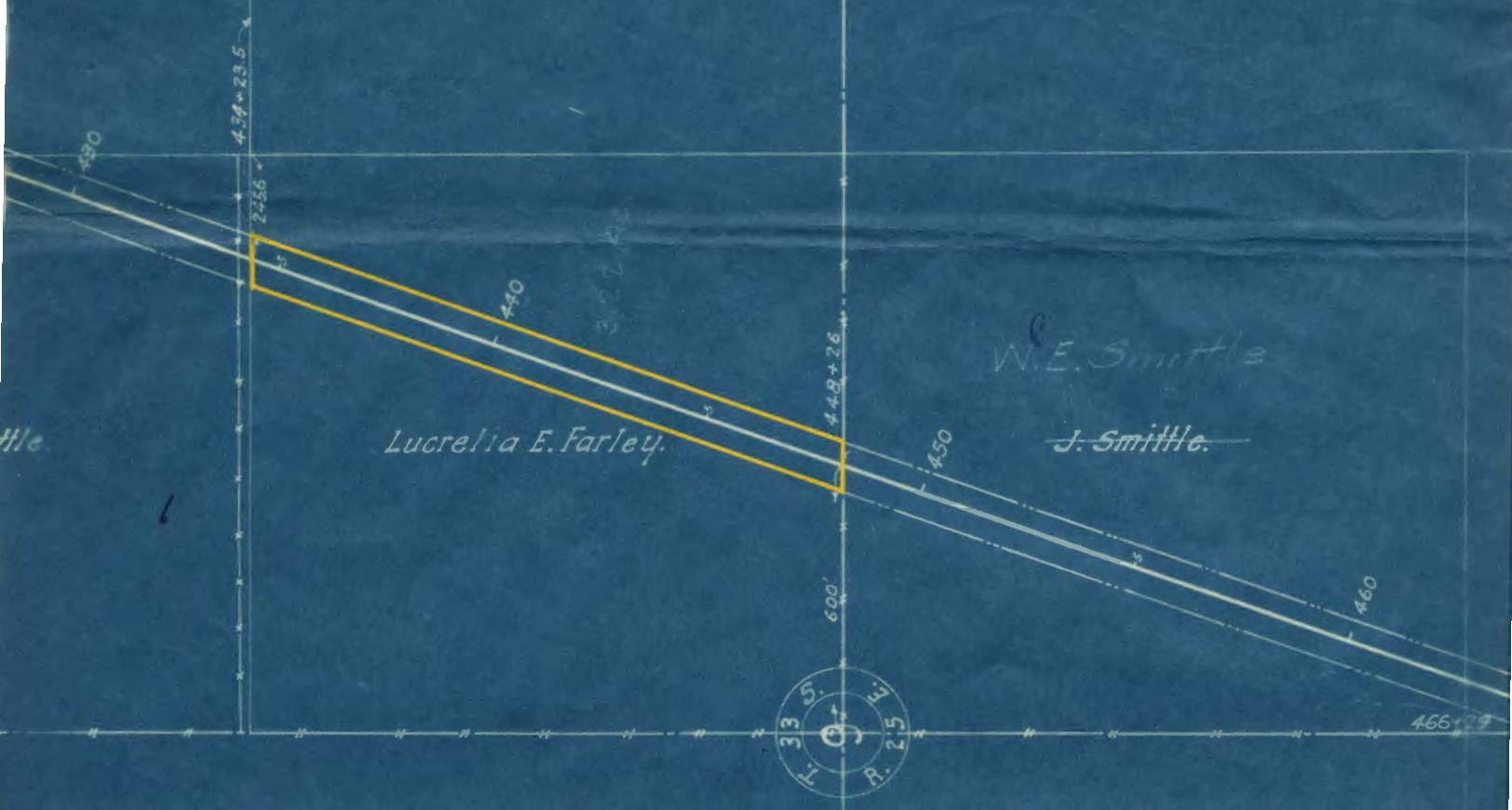
and that she will warrant and forever defend the same unto the said party of the second part, its ~~heirs~~ and assigns, against said party of the first part, her heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

*Lucretia E. Farley*  
*Formerly Lucretia E. Shepard, Single*

ttle.

ttle.



QUIT CLAIM DEED.

THIS INDENTURE, made this 30<sup>th</sup> day of July, 1923, by and between Victor Rakowsky, Blanche Bilharz (a widow), Oscar W. Bilharz, Blanche Louise Bilharz ~~Simpson~~, Gretchen Bilharz Davies, and Elizabeth Bilharz, as first parties, and Mrs. L. E. Farley, as second party, WITNESSETH:

That for and in consideration of the sum of One Dollar paid by second party to first parties, receipt of which is hereby acknowledged, the said first parties do hereby surrender, transfer, convey and quit-claim all their right, title and interest in and to the following described real estate, to-wit:

A one hundred (100) foot strip of land, being 50 feet on either side of the following described center line through the Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 9, Township 33 South, Range 25 East, Cherokee County, Kansas, viz: Beginning at a point on the north line of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of said Section 9, 245.6 feet west of the northeast corner of said 40 acre tract; thence southwesterly 1402.5 feet to a point on the south line of the said 40 acre tract 600 feet east of the center of said Section 9, containing 3.22 acres, more or less.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands the day and year first above written.

[Signature]  
Blanche Bilharz, Executrix ~~of the~~ <sup>Estate</sup> ~~Bilharz~~  
Gretchen Bilharz Davies  
Blanche L. Bilharz  
Elizabeth Bilharz  
Oscar Bilharz

State of Kansas,  
Cherokee County, ss.

Be it remembered that on this 3rd day of July, 1923, before me the undersigned, a Notary Public in and for the county and state aforesaid came Victor Rakowsky, Blanche Bilharz, ~~Gretchen Bilharz Davies~~, Blanche L. Bilharz, Elizabeth Bilharz and O. W. Bilharz, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hands and affixed my notarial seal, the day and year last above written.

Ada Aiken

Notary public.

Term expires April 10th, 1926.



STATE OF MISSOURI )  
COUNTY OF JASPER ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1923, before me, a Notary Public in and for the County and State aforesaid, came Victor Rakowsky, to me personally known to be the same and identical person who executed the above and foregoing instrument and who duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public.

STATE OF KANSAS )  
COUNTY OF CHEROKEE ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1923, before me, a Notary Public in and for the County and State aforesaid, came Blanche Bilharz (a widow), Oscar W. Bilharz, Blanche Louise Bilharz Simpson, and Elizabeth Bilharz, to me personally known to be the same and identical persons who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public.

STATE OF Illinois )  
COUNTY OF Cook ) ss.

On this 18th day of June, 1923, before me, a Notary Public in and for the County and State aforesaid, came Gretchen Bilharz Davies, to me personally known to be the same and identical person who executed the above and foregoing instrument and who duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires Oct 25 1923

Alvin G. Lundquist.  
Notary Public.



go to.

Victor Rakowsky et al  
To  
Mrs L. E. Farley

Original compared with record

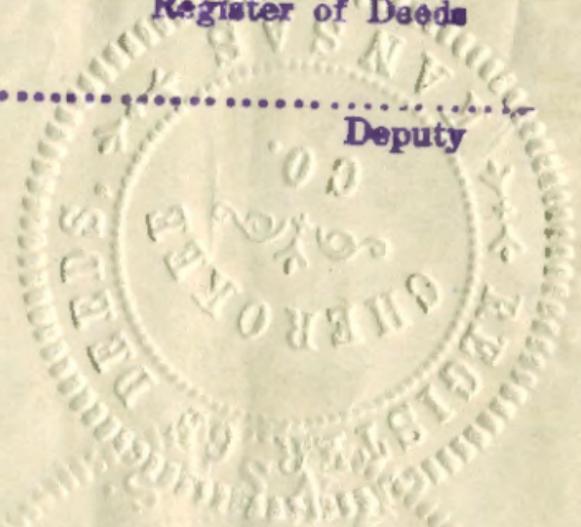
COPIED   
DIRECT   
INDIRECT   
NUMERICAL

State of Kansas, Cherokee County, ss:

This instrument was filed for record on  
the 24 day of July A.D. 1923  
at 3 o'clock P.M., and duly recorded  
in Book 101 Page 491 Fee \$.....

Lora Whitmore  
Register of Deeds

Deputy



Entered on transfer record in  
my office this 24 day July 1923

ER Pallyson  
By J. B. Acton  
Deputy

10¢

Mr. K. A. A.

Dead

<sup>110</sup>  
No: 3493

Posted on

1069-3.

Original compared with record

*J.C.D.*

*William A. Schree*  
*Jr.*

*Kansas City Southern*  
*Railway Co*

COPIED.....  
DIRECT.....  
INDIRECT.....  
NUMERICAL.....

APPROVED AS TO EXECUTION

APPROVED AS TO FORM

*Genl. Solicitor*

*D. J. Smith*

*Entered on Municipal*  
*Record in my office*  
*this 7th day July 1923*

*C. R. Petty, Clerk*

*By J. H. K... Deputy*

State of Kansas, Cherokee County, ss.

This instrument was filed for record  
the 2..... day of July..... A.D. 1923...  
at 4..... o'clock..... P.M., and duly recorded  
in Book..... Page..... Fee \$.....

*Lora Whitmore*  
Register of Deeds

Deputy



*7/8/23*

10525 June 1923  
QUIT- CLAIM DEED

THIS INDENTURE Made this fourteenth day of June, 1923, between William A. Schrei, of Chicago, Illinois, party of the first part, and the Kansas City Southern Railway Company, a corporation organized and existing under and by virtue of the State of Missouri, party of the second part, witnesseth:

That the said party of the first part, in consideration of one dollar, the receipt whereof is hereby acknowledged, does by these presents remise, release and quit claim unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Cherokee, State of Kansas, to-wit:

" A 100 foot strip of land, being 50 feet on either side of the center line of the Kansas City Southern Railway through the N.E. 1/4 of the N.W. 1/4 of section 32, township 33 South, Range 25 East, and a 150 foot strip being 100 feet on the Westerly side and 50 feet on the easterly side of the center line through the W. 1/2 of the N.W. 1/4 of said section 32, Cherokee county, Kansas, the said center line being described as follows: Beginning at a point on the north line of the N.E. 1/4 of the N.W. 1/4 of section 32, 599.5 feet west of the north east corner of said quarter section; thence southwesterly on a curve to the right having a radius of 5729.65 feet (said curve being a continuation of the center line as located in the adjacent section 29 on the north) a distance of 1352.9 feet; thence on a tangent to last described curve in a southwesterly direction 1770.1 feet to a point on the south line of the S.W. 1/4 of the N.W. 1/4 of section 32, 476 feet east of the southwest corner of said 1/4 1/4 section. Area 9.16 acres more or less, and is enclosed in yellow on the attached blueprint which is made a part hereof."

/ TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging unto said party of the second part, ~~xxx~~ so long as the said tract of land shall be used as a railroad right of way. When no longer used for that purpose to revert to said party of the first part.

The party of the first part reserves all the mineral lying beneath the surface of the ground, and the right to mine and remove the same, provided mining operations can be and are conducted so as not to endanger persons or the tracks, structures, tains, engines, cars of other property on said right of way. Pillars shall be left and any other necessary supports provided or precautions taken to furnish permanent and adequate support for the surface of the ground, so as to keep the same from falling, subsiding or otherwise endangering persons or property on the said right of way. No shafts shall be sunk on the right of way above described.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year above written.

*William A. Schrei* (SEAL)

STATE OF ILLINOIS )  
COUNTY OF COOK (SS.

Be it remembered that on this 14th day of June, 1923, before me, the undersigned a Notary Public in and for the county and State aforesaid, came William A. Schrei, personally known to me to be the same person who executed the within instrument, and acknowledged the same to be his free and voluntary act and deed for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires

*January 26, 1927*

*Lawrence C. Mills*  
Notary Public.